

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE



REQUEST FOR PROPOSALS (RFP)

Mental Hygiene Administration
Spring Grove Hospital Center, Dix Building
55 Wade Avenue
Catonsville, MD 21228

ADMINISTRATIVE SERVICES ORGANIZATION (ASO) FOR
MARYLAND'S PUBLIC MENTAL HEALTH SYSTEM
DHMH-OPASS 10-9959

Offerors are invited to submit proposals in conformance with the requirements established by the specifications herewith.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation.

Publication Date: November 19, 2008

Note: Please see Part IV, Section 2.11, clause #2 for cautions regarding the confidentiality of proposals submitted in response to this RFP.

ENCOURAGEMENT OF PARTICIPATION STATEMENT

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders/offerors are encouraged to complete the "Notice to Vendors/Contractors," which is on the following page, supplying comments and/or the reason(s) for declining to bid or to make an offer in response to this solicitation. Please return this form either with your submission package or in an envelope addressed to the issuing office listed on the Key Information Summary Sheet, even if you are not submitting a proposal.

Vendor Comments

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and submit it to the Procurement Officer listed on the following page. Thank you for your assistance.

Bid/Proposal Number: **DHMH-OPASS 10-9959** Entitled: **Administrative Services Organization (ASO)**
Maryland's Public Mental Health System

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive (Please explain below.)
- ☐ Specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory (Please explain below.)
- ☐ Other: _____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address or e-mail: _____

Thank You!!!

KEY INFORMATION SUMMARY PAGE

Title of RFP: Administrative Services Organization (ASO) For Maryland's Public Mental Health System (PMHS)

RFP Issue Date: November 19, 2008

RFP Number: DHMH-OPASS 10-9959

Description of Services: To assist MHA in the prompt and total recoupment of all available federal fund participation (FFP) and in managing the PMHS by providing the following six services: Access to Services; Utilization Management System; Claims Processing and Payment; Data Collection and Management Information Services; Public Information, Consultative, Training and Evaluation Services; and Special Projects/New Initiatives.

Minimum Requirement: The vendor must have at least three consecutive years of experience as an Administrative Services Organization as defined in COMAR 10.21.17.02B(3) and COMAR 10.09.70.02A.

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: July 1, 2009 – June 30, 2014

eMaryland Marketplace:

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. The eMaryland Marketplace website address is <http://ebidmarketplace.com/>.

Electronic Funds Transfer:

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Appendix E**). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Issuing Office: DHMH/MENTAL HYGIENE ADMINISTRATION

Issuing Office Point of Contact: Lissa Abrams, Deputy Director
Mental Hygiene Administration
Spring Grove Hospital Center, 55 Wade Avenue – Dix Building
Catonsville, Maryland 21228
Telephone Number: (410) 402-8451
E-mail address: abramsl@dhhm.state.md.us

Procurement Officer: Sharon Gambrill, CPPB
Assistant Director for Procurement
DHMH - Office of Procurement and Support Services
201 West Preston Street, Room 416B
Baltimore, Maryland 21201
Telephone Number: (410) 767-5117
E-mail address: gambrills@dhhm.state.md.us

Contract Monitor: Lissa Abrams, Deputy Director
Mental Hygiene Administration
Spring Grove Hospital Center, 55 Wade Avenue – Dix Building
Catonsville, Maryland 21228
Telephone Number: (410) 402-8451
E-mail address: abramsl@dhhm.state.md.us

Deadline for Receipt of Proposals: Monday, January 12, 2009, at 2:00 p.m. local time

Proposal(s) Received At: Mental Hygiene Administration
Attn: Fiona Ewan, CPPB
Agency Procurement Specialist Supervisor
Spring Grove Hospital Center – Dix Building – Lobby Level
55 Wade Avenue
Catonsville, MD 21228

Must be in conformance with the Standard Addendum for the means of delivering bids/proposals, see Appendix B

Pre-proposal Conference: Thursday December 11, 2008 at 1:00 p.m. - Maryland Psychiatric Research Center, Spring Grove Hospital Center, 55 Wade Avenue, Catonsville, MD 21228.
Directions to the Pre-proposal site can be found on MHA's website - www.dhhm.state.md.us/mha.

MBE subcontracting goal: A MBE Subcontracting Goal of **15%** has been established for the contract to result from this solicitation.

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Acceptance of a contract resulting from this RFP indicates intent to comply with all conditions that are part of this solicitation document.

LIST OF EXHIBITS

Exhibits listed here will be found in Part VII of this RFP.

- EXHIBIT 1:** **REGULATIONS**
See <http://www.dsd.state.md.us/comar/>
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ADULT QUESTIONNAIRE (18 years and older)**

DEFINITIONS

- 1. The definitions set forth in COMAR 10.09.60, 10.09.65, and 10.09.70 apply to this RFP.**
- 2. Definitions pertaining to the PMHS and the MHA are contained in COMAR 10.21.17.02.**
- 3. Particular sections in this RFP may contain special definitions for that section, as noted.**
- 4. Any references to “services” means “mental health services”.**
- 5. Any references to “State” means “State of Maryland”.**
- 6. Any references to “MMIS” means “MMIS II or future Medicaid Management Information System”.**

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ABBREVIATIONS

ACT	ASSERTIVE COMMUNITY TREATMENT
ADAA	ALCOHOL AND DRUG ABUSE ADMINISTRATION, IN DHMH
AERS	ADULT EVALUATION AND REVIEW SERVICES
ASO	ADMINISTRATIVE SERVICES ORGANIZATION, THE VENDOR
BMHS	BALTIMORE MENTAL HEALTH SYSTEMS, INC.
CFR	CODE OF FEDERAL REGULATIONS (http://www.gpoaccess.gov/cfr/retrieve.html)
CMHS	Federal CENTER FOR MENTAL HEALTH SERVICES
CMHP	COMMUNITY MENTAL HEALTH PROGRAMS
CMS	Federal CENTER FOR MEDICARE AND MEDICAID SERVICES (formerly known as HCFA)
COMAR	CODE OF MARYLAND REGULATIONS - (http://www.dsd.state.md.us)
CON	RECERTIFICATION OF NEED
CPHA	Maryland COMMUNITY PUBLIC HEALTH ADMINISTRATION, IN DHMH
CPT	CURRENT PROCEDURAL TERMINOLOGY
CSA	CORE SERVICE AGENCY
DOA	Maryland DEPARTMENT OF AGING
DDA	Maryland DEVELOPMENTAL DISABILITIES ADMINISTRATION, IN DHMH
DHMH	Maryland DEPARTMENT OF HEALTH AND MENTAL HYGIENE
DHR	Maryland DEPARTMENT OF HUMAN RESOURCES
DJS	Maryland DEPARTMENT OF JUVENILE SERVICES

ABBREVIATIONS

DOR	Maryland DIVISION OF REIMBURSEMENT, IN DHMH
DORS	Maryland DIVISION OF REHABILITATION SERVICES
DPSCS	Maryland DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DRG	DIAGNOSTIC RELATED GROUP
DSM	DIAGNOSTIC AND STATISTICAL MANUAL
DSS	LOCAL DEPARTMENT OF SOCIAL SERVICES
EBP	EVIDENCE BASED PRACTICE
ED	EMERGENCY DEPARTMENT
EN	EMPLOYMENT NETWORK
EOB	ESTIMATION OF BENEFITS
EPSDT	EARLY PERIODIC SCREENING, DIAGNOSIS AND TREATMENT
FFP	FEDERAL FUND PARTICIPATION
FFS	FEE-FOR-SERVICE
FMIS	Maryland FINANCIAL MANAGEMENT INFORMATION SYSTEM
FTP	FILE TRANSFER PROTOCOL
FQHC	FEDERALLY QUALIFIED HEALTH CENTER
FY	FISCAL YEAR
GOC	MARYLAND GOVERNOR’S OFFICE FOR CHILDREN
HCPCS	HEALTHCARE COMMON PROCEDURE CODING SYSTEM

ABBREVIATIONS

HG	Maryland CODE ANNOTATED HEALTH-GENERAL (http://www.dsd.state.md.us)
HIPAA	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY Public Law 104-191, 110 Statute 1936, 1996
HMIS	HOSPITAL MANAGEMENT INFORMATION SYSTEM
HO	Maryland CODE ANNOTATED HEALTH OCCUPATION
HSCRC	Maryland HEALTH SERVICES COST REVIEW COMMISSION
IMD	INSTITUTE FOR MENTAL DISEASE
IRB	INSTITUTIONAL REVIEW BOARD
IRP	INDIVIDUAL REHABILITATION PLAN
ITP	INDIVIDUAL TREATMENT PLAN
IWP	INDIVIDUAL WORK PLAN
LAN	LOCAL AREA NETWORK
LCC	LOCAL COORDINATING COUNCIL
LMB	LOCAL MANAGEMENT BOARD
MA	MEDICAL ASSISTANCE PROGRAMS, IN DHMH
MACSA	MARYLAND ASSOCIATION OF CORE SERVICE AGENCIES
MCO	HEALTHCHOICE MANAGED CARE ORGANIZATION, A MA PROGRAM
MHA	Maryland MENTAL HYGIENE ADMINISTRATION, IN DHMH
MHCC	MARYLAND HEALTH CARE COMMISSION
MHSIP	MENTAL HEALTH STATISTIC IMPROVEMENT PROGRAM

ABBREVIATIONS

MIS	MANAGEMENT INFORMATION SYSTEM
MMEE	MARYLAND MEDICAID ELECTRONIC EXCHANGE
MMIS	MEDICAID MANAGEMENT INFORMATION SYSTEM (a/k/a MMIS II or any future Medicaid Management Information System)
MOE	MAINTENANCE OF EFFORT
MSDE	MARYLAND STATE DEPARTMENT OF EDUCATION
NOMS	NATIONAL OUTCOME MEASURES
NDC	NATIONAL DRUG CODE
NPI	NATIONAL PROVIDER IDENTIFIER
OMS	OUTCOMES MEASUREMENT SYSTEM
OAH	Maryland OFFICE OF ADMINISTRATIVE HEARINGS
OHQC	Maryland OFFICE OF HEALTH CARE QUALITY, IN DHMH
OIG	OFFICE OF INSPECTOR GENERAL
OMHC	OUTPATIENT MENTAL HEALTH CENTER
PAC	PRIMARY ADULT CARE
PMHS	PUBLIC MENTAL HEALTH SYSTEM
PRA	PRIVATE REVIEW AGENT
PRO	PEER REVIEW ORGANIZATION
PRP	PSYCHIATRIC REHABILITATION PROGRAM
PRTF	PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY

ABBREVIATIONS

QMP	QUALITY MANAGEMENT PROGRAM
REM	Maryland RARE AND EXPENSIVE MANAGEMENT, A MA PROGRAM
RFP	REQUEST FOR PROPOSALS
RICA	Maryland REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS, IN DHMH
RTC	RESIDENTIAL TREATMENT CENTER
SAMHSA	Federal SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION
SCC	Maryland STATE COORDINATING COUNCIL
SE	SUPPORTED EMPLOYMENT
SED	SERIOUS EMOTIONAL DISTURBANCE
SMI	SERIOUS MENTAL ILLNESS
SSA	Federal SOCIAL SECURITY ADMINISTRATION
SSDI	Federal SOCIAL SECURITY DISABILITY INSURANCE
SSI	Federal SUPPLEMENTAL SECURITY INCOME
TBD	TO BE DETERMINED
TBI	TRAUMATIC BRAIN INJURY
TBS	THERAPEUTIC BEHAVIORAL SERVICE
UMS	UTILIZATION MANAGEMENT SYSTEM
URS	UNIFORM REPORTING SYSTEM
VA	VETERANS AFFAIRS
YSS-F	YOUTH SERVICES SURVEY FOR FAMILIES

PART I

SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

1.0 INTRODUCTION

The Mental Hygiene Administration (MHA), a unit of the Department of Health and Mental Hygiene of the State of Maryland ("Department/DHMH"), is soliciting proposals from offerors to serve as an Administrative Services Organization (ASO) to provide MHA with administrative support services to operate the Public Mental Health System (PMHS).

The Department intends to make a single award as a result of this Request for Proposals (RFP). All communications regarding this RFP are to be made only by the Procurement Officer (see Key Information Summary Sheet). Information communicated by the Procurement Officer shall constitute the official position of DHMH.

2.0 BACKGROUND

In 1996, the Center for Medicare and Medicaid Services ("CMS") approved Maryland's 1115c waiver request and has renewed it in subsequent years. Under the waiver, approximately 80% of the Medicaid ("MA") population enrolled in managed care organizations ("MCOs") for their somatic care. Also, Maryland established the Specialty Mental Health System (a/k/a the PMHS, Md. Code Ann. Health Gen'l ("HG") §15-103, see §15-103(b)(21); Code of Maryland Regulations ("COMAR") 10.09.70). The design of the PMHS is to provide a single system of services for individuals whose mental health care is funded by state or federal funds. It provides MA-waiver, MA-non waiver and certain non MA recipients increased access to a broad range of non-MA funded mental health services as well as access to MA funded services. Services are reimbursed on a rate system (a/k/a fee-for-service system) for certain providers (COMAR 10.21.25) and under a cost reimbursement basis for certain inpatient providers (**Exhibit 1**). The managers of the system are MHA and the Core Service Agencies ("CSAs"). COMAR 10.09.70 permits MHA to contract with an ASO.

In its design and operation of the system, MHA incorporates its core values which are:

- Maintaining basic personal rights

Individuals with mental illness have the same rights and obligations as other citizens of the State. Consumers have the right to choice, to retain the fullest possible control over their own lives and to have opportunities to be involved in their communities.

- Being responsive to the consumer and community

The PMHS is responsive to the people it serves, coherently organized, and accessible to those who require mental health care.

- Empowering the consumer and community

The PMHS involves consumers and families in decision-making processes, both individually at the treatment level as well as collectively in the planning and operation of the PMHS. Services and programs are responsive to consumer needs and choices and are culturally relevant.

- Providing family support and education

The PMHS provides families with the assistance they need in order to maintain or enhance the support they give to their family members and to keep families united whenever possible.

- Providing care in the most appropriate setting

The PMHS provides the most normative care in the least restrictive setting and permit individuals to be served in the community when appropriate.

- Working collaboratively with all stakeholders

The PMHS foster collaboration and integration with relevant stakeholders to assist consumers in all activities of life.

- Having well-managed services

The PMHS promotes cost effective services and holds all components accountable by requiring monitoring and self-evaluation, responding rapidly to identified weaknesses, adapting to changing needs, and improving technology. The PMHS puts a high priority on measuring consumers' satisfaction with the services they receive. Outcome measures are a key component for evaluating program effectiveness.

- Retaining local governance of the system

The PMHS requires local planning and coordination of services to improve continuity of care and concurrence of service and resources.

- Having resources to provide adequate and qualified staff

The PMHS promotes provider competence and to provide opportunities for skill-enhancement training or retraining as changes in the service system take place.

- Educating the community

The PMHS promotes early identification and prevention for at-risk groups of all ages through public education and early intervention programs, and it promotes efforts that support families and communities.

2.1 HIGHLIGHTS

MHA is moving the PMHS to be more recovery and resiliency focused. This means that services will be provided to allow individuals, or in the case of, a minor, family or guardian, to have the greatest opportunities for decision making and participation in the individual's treatment and rehabilitation plans. As a result of MHA's efforts, the State of Maryland received a Mental Health Transformation Systems Improvement Grant from Federal SAMHSA in Fiscal Year 2006. This grant is further developing MHA's public mental health system and implementing improvements for collaboration and integration between MHA and other state agencies as well as directing the vision

for the PMHS to be more consumer and family centered and focused on recovery and resiliency.

The majority of individuals receiving services have diagnoses considered as Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED). Some individuals may have co-occurring conditions such as substance abuse or a developmental disability (**Exhibit 2**). For these individuals, the PMHS works with the MCOs and the primary care providers through the ASO to coordinate their care (**Exhibit 3**). The PMHS is responsible only for mental health services for these individuals. Many individuals receiving services from the PMHS may be involved with one or more agencies, e.g. DJS, DHR, MSDE, or the criminal justice system.

Due to overcrowding in Emergency Departments (ED) and the increased demand on state hospitals, MHA and three core service agencies (CSA) developed hospital diversion projects in Montgomery County, Baltimore City, and Anne Arundel County. The purpose of these projects is to evaluate individuals who are uninsured and requesting inpatient admission to a state hospital, and refer or treat these individuals in the least restrictive most clinically effective treatment setting. For this project, MHA and the respective CSA, designated hospitals within the county/city that did not provide inpatient psychiatric treatment. As a result of these projects, a minimum of 35% of uninsured individuals presenting for inpatient admission in the designated hospitals have been diverted to alternative services.

In 2004, MHA with the University of Maryland began to provide training and consultation to community mental health programs in order to implement evidence based practices (EBPs) for adults with serious mental illness. MHA selected three EBPs to implement: Supported Employment, Family Psychoeducation, and Assertive Community Treatment (ACT). MHA's plan is to further implement EBPs in the area of co-occurring disorders and EBPs for children and adolescents.

In recent years, MHA emphasis has been placed upon utilization management; assuring the services authorized are provided and are medically necessary. Compliance audits and retrospective reviews have increased. Of importance in designing the current and future PMHS is the ASO's continuation of successful collection of data regarding utilization of services, consumer characteristics, expenditures and outcomes and the ASO's ability to analyze the significance of this data to improve the treatment and outcomes.

MHA seeks an ASO that can continue to perform the functions it currently requires of its ASO with additional emphasis on utilization management and prompt and total recoupment of all available FFP.

2.2. THE PMHS

The PMHS consists of three major operational arms working together with consumers, family members, and advocacy groups. First, MHA is the state level agency responsible for the funding and operation of the PMHS. Currently, MHA operates seven public psychiatric hospitals (IMDs) and two residential treatment centers (RTCs).

Second, CSAs are local mental health authorities operating under the authority of the Secretary of DHMH and are agents of the county governments which approve their organizational structure.

There are 20 CSAs (**Exhibit 4**) serving all of Maryland's 24 political subdivisions (1 CSA serves

five counties). (Health General Title 10 - Subtitle12). MHA provides funding to the CSAs to assist MHA in the management of the PMHS at the local level. MHA also funds some community mental health services through contracts with the CSAs which are not reimbursable through the fee-for-service system (FFS).

The third arm of the PMHS is the ASO which provides support services that make the system operational. Data and statistical description detailing the volume and size of the PMHS is attached as **Exhibit 5**.

Maryland's population is approximately 5.6 million. In whole or in part, MA funds the cost of medical care for approximately 532,630 individuals. At present, approximately 95,000 Maryland citizens are receiving mental health care funded in whole or in part through the PMHS, 87% of which are MA recipients.

The services available under the PMHS are those presently covered by MA as well as others offered by MHA. A list of these services may be found in **Exhibit 6**.

All mental health services except emergency services require pre-authorization.

2.3. KEY PROVISIONS OF THE 1115c WAIVER "HEALTHCHOICE" RELATING TO MENTAL HEALTH SERVICES

- a) The MCOs are responsible for the provision of primary mental health services to 1115c Waiver recipients. Primary mental health services means the clinical evaluation and assessment of services needed by an individual, and the provision of services or referral for additional services as deemed medically appropriate by a primary care provider.
- b) MHA is responsible for funding medically needed mental health services to all eligible MA recipients, except those mental health services which the primary care provider may render at its discretion.

2.4. WAIVER AND STATE PLAN OPTIONS

The ASO will be expected to coordinate and manage care as appropriate with all Medicaid Waivers. For listing of Medicaid Waivers see **Exhibit 7**.

The State is expanding Medicaid coverage under the HealthChoice 1115c Waiver over the next three years.

3.0 PURPOSE

The purpose of this solicitation is to contract with a vendor who, through qualified and permanent staff, will assist MHA in the prompt and total recoupment of all available FFP and who will provide the following six support services to MHA: Access to Services; Utilization Management System; Claims Processing and Payment; Data Collection and Management Information Services; Public Information, Consultative, Training, and Evaluation Services; and Special Projects/New Initiatives.

The ASO shall adhere to and be thoroughly knowledgeable of:

1. Title XVIII of the Social Security Act ("Medicare") §§1810-1896, 42 U.S.C. §1395 et seq. and concomitant federal regulations;
2. Title XIX of the Social Security Act ("Medical Assistance Program") §§1901-1935, 42 U.S.C. §1396 and concomitant federal regulations;
3. Title XXI of the Social Security Act ("State Children's Health Insurance Program"), §§2101-2110, 42 U.S.C §§1397aa-1397jj and concomitant federal regulations;
4. Health General, Title 7 (DDA), Title 8 (ADAA), Title 10 (MHA), Title 15 (Medical Assistance Program), and Title 19 (Health Care Facilities) Subtitles 1, 2, 3; Md. Code Ann. Health Occupations ("HO"); COMAR 10.21; COMAR 10.09;
5. Maryland's 1115c Waiver and other Waivers (see **Exhibit 7**)
See <http://cms.hhs.gov/medicaid/1115/md1115hc.asp>;
6. HO §1-401 (Peer review statute); HG§§4-301 and following (Maryland's Medical Record Act); 42 CFR Part 2, confidentiality as it relates to drug and alcohol records, 42 USC 1320d HIPAA and concomitant federal regulations, 45CFR 160-164; and
7. The Maryland Advisory Council on Mental Hygiene, DJS, DHR, MSDE, DDA, GOC, DORS, the local health departments, LMB, SCC, LCC, and other relevant agencies that may interface in determining the need for, and the delivery of, mental health services.

4.0 CONDITIONS PRECEDENT

By submitting a proposal in response to this RFP, the vendor understands and agrees to the following conditions. Failure to agree to these conditions will result in the offeror being found not responsible.

1. It shall be financially responsible for any loss of FFP resulting from its non-performance of any terms of this contract;
2. Because MHA cannot assure that the number of PMHS participants will remain static, it may need to provide support services to MHA for a larger or smaller population; as set forth in Part IV, Section 2.11, Clause 42.
3. If any of the deliverables are transferred to State and/or local entities; the offeror shall enter into good faith negotiations with the State for modification of the contract;
4. It shall comply with Maryland and Federal laws regarding record retention, privacy and security (State of Maryland Information Technology Security Policy and Standard – copy available at www.doit.maryland.gov). The record retention policy shall include the length of time records are kept, which shall be no less than five years after the completion of the contract and shall provide for the retention or transfer of records upon completion of this

contract;

5. It shall have disaster recovery protocols which will include off-site storage of back-up files allowing system restart as well as off-site processing capacity in the event of catastrophic failure at the primary processing site;
6. It shall have a disaster preparedness plan which includes the ability to continue operating during State declared emergencies;
7. It shall notify MHA immediately of any liabilities that threaten its financial ability to perform the contract and of any discussions of filing for bankruptcy by it or by any entity which has a financial interest in the ASO;
8. It shall maintain the staff as required by staffing requirements as required in this RFP. It shall submit a plan for replacement of essential staff to MHA within 10 working days of the notification of the vacancy, or obtain MHA approval for extended vacancies;
9. It shall maintain financial records pursuant to generally accepted accounting principles as well as MA cost-accounting principles. The ASO shall make available and give access to DHMH or legislative auditors, MHA or its designee, all information, systems and personnel necessary to review its ledgers, bank accounts, policies and procedures in order to assess the appropriateness of the ASO's accounting and security systems;
10. It shall maintain in writing all of its subcontracts and other agreements affecting its operation as it relates to any contract resulting from this RFP, and shall obtain MHA approval prior to subcontracting for services, including MBEs, as set forth in response from the RFP ;
11. It shall be willing to meet any requirements imposed by CMS as part of CMS's granting DHMH's request for an 1115c Waiver as described herein;
12. It shall attach release(s) to its proposal to permit the Procurement Officer, or designee, to query any customer, organization or group for whom it has performed similar services for a confidential evaluation of the services performed;
13. It shall maintain a corporate office which it shall submit with its proposal;
14. It shall comply with all Maryland and federal statutes and regulations including HIPAA, and all mandatory contract provisions contained herein;
15. It shall assess its effectiveness in providing the services;
16. It shall monitor the six services it renders and correct any deficiencies discovered;
17. It shall maintain and update as necessary all electronic data systems to be compatible with those of the State i.e. MMIS and the Comptroller's Office, and if required, work with the GOC, DORS, Federal, State and local agencies designated by MHA to develop protocols for data sharing;

18. It shall have the ability to serve the needs of consumers and family members with limited English proficiency, blind or are deaf and hard of hearing. It shall have provisions to serve the needs of the non-English speaking callers and individuals who are deaf and hard of hearing by utilizing the Maryland Relay Telephone Service and interpreter services;
19. It shall accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Appendix E**). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption;
20. It shall deposit all monies that it may receive to pay claims for approved services into an interest bearing account titled to the State of Maryland in a financial institution approved by the State. It shall assure that these funds for the services remain separate from funds it receives for Administrative Compensation, and submit to MHA monthly bank statements for this account;
21. It shall permit CMS, MHA or their agent(s) to conduct an annual audit or quarterly agreed-upon procedures and an audit at their discretion;
22. It shall cooperate with and provide necessary information to one or more auditors selected by the MHA to examine the financial statements of the ASO and its compliance with the provisions of its contract with MHA;
23. It shall comply with any audit requirements of CMS;
24. It shall have a SAS 70 Type II audit performed annually at the ASO's expense;
25. If a MCO that serves the Maryland Medicaid population has a financial interest in the ASO, the MCO and the ASO must have a structure which has been pre-approved by the State to prevent conflict of interest or the appearance of impropriety and it shall disclose its interest to the State; and
26. The ASO must have experience operating and maintaining a Management Information System (MIS) in a publicly funded behavioral system.

5.0 STAFFING REQUIREMENTS OF THE ASO

The ASO shall employ and maintain sufficient number of qualified staff to perform all the terms and functions of this RFP in the time periods prescribed by this RFP or by MHA and MA regulations, including but not limited to, access to services; utilization management system; claims processing and payment; data collection and management information services; public information, consultative, training, and evaluation services; and special projects/new initiatives. All medical professional staff shall be licensed in Maryland.

5.1 The ASO shall maintain sufficient staff with appropriate experience, as indicated, licensed, located in

Maryland and knowledgeable about the PMHS, as required, to perform the terms of the contract, including at a minimum:

1. A full-time CEO shall have direct supervisory responsibility for all personnel performing all functions of this contract, with a minimum of five years of experience in Medicaid and Medicare, and with managing mental health services;
2. A full-time Chief Financial Officer who has a minimum five years of experience with Medicaid and Medicare claims;
3. A full-time Medical Director who is a physician, certified in psychiatry by the American Board of Psychiatry, is responsible for supervision of clinical staff, and has a minimum five years of experience in mental health managed care;
4. A full-time Director of Evaluation Services who has a minimum three years of experience in quality improvement and evaluation of health care service utilization;
5. A full-time Director of Clinical Staff who is a licensed mental health professional with a minimum five years experience in mental health managed care and who has experience in supervising mental health professionals;
6. A part-time (.5 FTE or greater) Psychiatrist who is certified by the American Board of Psychiatry in child and adolescent psychiatry and who has a minimum five years of experience after completion of residency in psychiatry;
7. One part-time(.25 FTE or as required) Neuro-Psychologist with working knowledge and experience with serving children, adolescents, and adults with developmental disabilities with self-injurious behaviors who is capable of performing authorization and utilization services;
8. One full-time Chief of Information Management with a minimum of a Master's degree in computer science, five years senior management experience, and three years experience in information technology;
9. One full-time liaison to work with the MHA Office of Compliance, the Office of the Attorney General Medicaid Fraud Unit, and the DHMH Office of the Inspector General;
10. A sufficient number of psychiatrists, certified by the American Board of Psychiatry, who are available 24 hours per day, seven days per week for consultation and decision making;
11. A sufficient number of decision-making staff and consultants, who are mental health professionals as defined in COMAR 10.21.17.02.(b)29, and have at least five years of clinical experience in mental health;
12. A sufficient number of clinical staff to serve as care managers with experience and training in subspecialty areas to ensure adequate review and treatment planning including, but not limited to, children and adolescents, adults, elderly, veterans, forensically involved, deaf and hard of hearing, homeless, and those with co-existing conditions (developmental disabilities/mental illness, substance abuse/mental illness, physical illness/mental illness);

13. A sufficient number of licensed mental health professionals, with requisite experience and training, to work with CSAs to monitor high utilization and at-risk users, for children, adolescents, and adults;
 14. A designated liaison who, at MHA's request, will meet in person with MHA, the CSAs, and/or the MCOs;
 15. A designated liaison to work with the medical directors of the psychiatric units of acute care hospitals, the IMDs, the PRTFs, and MA MCOs;
 16. A designated liaison to work with financial officers or billing departments of hospitals, IMDs, the PRTFs, and MA MCOs, regarding claims processing issues;
 17. A designated liaison to work with consumer, family, and advocacy organizations;
 18. One full-time Director of Provider Relations;
 19. One full-time Liaison with PRTF Waiver;
 20. One part-time (.25 FTE) Registered Nurse experienced in disease management to work with individuals with co-occurring medical and major psychiatric disorders and coordination of care with MCOs and other health care related entities;
 21. A designated liaison for the TBI waiver to address authorization and claims issues;
 22. A sufficient number of staff to perform evaluation activities including those related to consumers and provider surveys, OMS, data analysis, and other proposed evaluation activities;
 23. A sufficient number of staff to perform PMHS data system development and data analysis;
 24. A full-time Claims Manager, with a bachelor's degree in a relevant field, with five years experience with Medicaid/Medicare claims; and
 25. A sufficient number of claims staff qualified to perform the duties required.
- 5.2** MHA and the CSAs shall have reasonable access to appropriate ASO staff including but not limited to: The ASO's liaisons shall be available to attend biweekly, monthly or *ad hoc* meetings with MHA, CSA, consumer/advocacy groups or providers. The CEO or representative approved by MHA shall be available to attend legislative proceedings and testify, if requested by MHA.
- 5.3** All ASO Management Staff (CEO, CFO, Medical Director, Clinical Director, and Chief of Information Management) shall have the authority and availability to participate in with individuals from MHA and/or the CSAs or their designees, within 24 hours of notice. These key staff shall have immediate access during such meetings to all medical necessity decisions, individual claims payments and denials, and other systems information as required.
- 5.4** The ASO shall assure that all clinical staff shall have sufficient training and understanding of the

PMHS, the services available, and the criteria for receiving such services.

- 5.5 The ASO CEO shall submit a quarterly written report addressing its compliance with contract deliverables.

6.0 SCOPE OF WORK

The ASO will assist MHA and the CSAs in managing the PMHS by providing the following six support services:

- Access to Services
- Utilization Management System
- Claims Processing and Payment
- Data Collection and Management Information Services
- Public Information, Consultative, Training, and Evaluation Services
- Special Projects/New Initiatives

6.1. Access to Services:

- A. *PROVIDERS*: The ASO shall enroll providers in the PMHS.

There are four (4) types of providers in the PMHS, all of whom are either licensed or approved:

1. Individual providers, such as physicians, psychologists, social workers, nurse psychotherapists, professional counselors, and EPSDT providers;
2. Community mental health programs, such as therapeutic nurseries, psychiatric rehabilitation programs, outpatient mental health programs, mobile treatment programs, day treatment programs, mental health vocational programs, and case management programs;
3. Facilities, such as hospitals, PRTFs and IMDs; and
4. Residential services providers, residential rehabilitation programs, respite care, and residential crisis services.

- B. *ENROLLMENT INTO THE PMHS*: The ASO shall enroll providers in the PMHS.

At a minimum, the ASO shall:

1. Within seven (7) calendar days of receiving a request for an application, forward an application to the applicant to become a provider in the PMHS;
2. Process the application of any licensed or approved provider that has a valid contract with Maryland Medical Assistance Program as verified by a valid, active

MA provider number and license number, (appropriate to the service provider and the type of service for which the application has been filed with the MHA) within thirty (30) calendar days of receipt of the completed application and all supporting documentation;

3. Maintain a record of all persons who apply to become providers in the PMHS, which includes at a minimum the date the application was received, the dates and nature of all actions taken and the date a decision was rendered;
4. For providers who are not approved to be part of the PMHS, notify the provider of the right to appeal this decision and the procedures to be followed;
5. Electronically accept, in ASCII or Microsoft Access format, records for all current providers in the PMHS and enter new providers in the PMHS;
6. Establish an on-line directory of providers and services. Printed directories shall be made available to consumers, families of service recipients, and providers upon request. The provider directory shall include all of the following information: provider name, address for each site, phone number for each site, services available by site, specialty services such as languages or translation, ages and populations served, expertise in co-occurring conditions, disability population access, and cultural and linguistic competencies. The on-line provider directory shall be searchable by provider type, clinical expertise, geographic location, race and ethnicity of the providers. It shall be updated on a monthly basis or as needed. The ASO shall review, at a minimum, monthly, the program contact information to determine accuracy and revise the directory accordingly. The printed directories shall be revised each year;
7. Maintain a current list of all providers including mailing addresses and e-mail addresses; and
8. Develop and maintain an electronic Provider Manual that consolidates all necessary information about the provider enrollment, consumer referral and authorization process, service delivery requirements, service documentation, and claims requirements for the PMHS. Ownership of the Provider Manual shall rest with MHA. The Manual shall be updated as needed.

C. BUSINESS ACCESS NUMBER: At minimum the ASO shall:

Assume the current toll-free number, 1-800-888-1965, for access to services and other information.

1. Operate the current toll-free business access number that providers can access between 8:00 AM and 6:00 PM local time on weekdays and 8:00 AM and 3:00 PM local time on Saturdays, except national holidays, and shall make this number known to all providers;
2. Staff the business access number to provide general information such as:

participation in the PMHS and the available services, requirements to become a provider, procedures for filing a complaint or grievance, and billing information;

3. Operate an answering system that informs the caller how many calls are in the queue ahead of the caller and maintain a system to continually audit telephone responses for customer service skills, as well as correctness of information conveyed;
4. Design and staff the telephone communication system in order that 95% of incoming calls are answered within three rings or less, a call pick up system which places the call in a queue may be used (answering machines, tape recorded messages and busy signals are not acceptable) and has less than a 3% abandoned call rate. For 90% of the incoming calls, the wait time in the queue should not be longer than 5 minutes; and individuals shall not be placed on hold for longer than 15 minutes; and
5. Provide for the needs of non-English speaking callers and individuals who are deaf and hard of hearing, by utilizing the Maryland Relay Telephone Service and interpreter services; respond to inquiries from providers and assist consumers, family members and stakeholders in a manner that resolves their inquiry, including the ability to respond to and provide language assistance to those with limited English proficiency or who are deaf and hard of hearing, including utilizing the Maryland Relay Telephone services and interpreter services.

D. REFERRALS FOR SERVICES:

1. To request mental health services in the PMHS, an individual, veterans, a somatic provider, or a member of the community telephones a 24-hour toll free number operated by the ASO and staffed by individuals knowledgeable about Maryland's PMHS and accountable to the ASO. While the majority of referrals come from the community or treatment professionals, the ASO shall have a system for referral for services and authorization for services that complies with COMAR 10.09.70.
2. At a minimum, referrals for services require that the ASO shall:
 - a) Operate the 1-800-888-1965 24-hours per day, 365 days a year a toll-free telephone communication system for referrals to the PMHS;
 - b) Design and staff the telephone communication system in order that 95% of incoming calls are answered by staff within three rings or less; and are not put on hold for more than 5 minutes (answering machines, tape recorded messages, and busy signals are not acceptable). A call pick up system which places the call in a queue may be used provided that the wait time for 90% of the incoming calls is not more than 3 minutes and has less than a 3% abandoned call rate;
 - c) Provide for the needs of non-English speaking callers and individuals who

are deaf and hard of hearing, by utilizing the Maryland Relay Telephone Service and interpreter services; respond to inquiries and assist consumers, family members and stakeholders in a manner that resolves their inquiry, including the ability to respond to and provide language assistance to those with limited English proficiency or are deaf and hard of hearing, including by utilizing the Maryland Relay Telephone services and interpreter services;

- d) Design and staff the system to ensure that consumers and veterans who call with an emergency or perceived emergency are never put on hold and are immediately transferred to an appropriately trained mental health professional;
- e) Staff the system with mental health professionals licensed in Maryland who have treatment or rehabilitation experience and knowledge of the PMHS, its policies and procedures regarding eligibility and access, available mental health resources, and are clinically competent and trained to screen crisis or emergency calls and to address specific treatment and rehabilitation issues which vary by age, diagnosis and particular need;
- f) Have specialty clinicians (as defined in Part I, Section 5.0 - Staffing Requirements of the ASO) knowledgeable in co-occurring disorders including but not limited to substance abuse/mental illness, developmental disabilities/mental illness, developmental disability with serious self-injurious behavior; and physical illness/mental illness. These clinicians shall have knowledge of specialty programs which are not part of the PMHS and refer these individuals accordingly;
- g) Have distinct referral processes for EPSDT services, high-utilizers of services, case management services, and services for individuals with co-occurring conditions, utilizing specialists who can determine medical necessity for minors with co-occurring conditions who may be in need of one-to-one behavioral interventions and refer these individuals to the appropriate agencies (DDA, MA, ADAA, MCO) or CSAs based upon the source of the need for service;
- h) Have a system that can immediately connect with the Maryland Suicide Hotline's, 800 telephone number and other identified Crisis Response Systems and have patch capabilities to 911 emergency services;
- i) All consumer and family materials shall be translated into another language when the ASO is aware that the other language is spoken by 3,000 or 10%, whichever is less, of enrollees who have a limited English proficiency in a county or the City of

Baltimore. This will include, at the discretion of MHA, documents such as provider directory, grievance forms, appeal notices. Written materials shall be available in alternative formats for visually impaired individuals. ASO shall inform all consumers that information is available in alternative formats, and how to access those formats; and

- j) Have a system to link calls from veterans to MHA's designated Veteran's Resource Coordinators.

E. DETERMINATION OF ELIGIBILITY FOR SERVICES: At a minimum the ASO shall:

1. Operate a system that electronically accepts information from the MMIS system and the existing PMHS eligibility system;
2. Verify whether a person referred to the PMHS or for whom authorization is requested is eligible, pursuant to MHA policy, to receive publicly-funded services;
3. If the individual is eligible to receive services through the PMHS, assist the individual in determining and locating medically necessary services to address the individual's needs, including if requested, arranging an appointment with the selected provider; and
4. If the consumer is determined not eligible for services or disagrees with recommendations for care, explain to the consumer the appeal process. The care manager shall make every effort to assure that an emergent need of the individual is met.

6.2. UTILIZATION MANAGEMENT SYSTEM: Authorizations (Concurrent and Retrospective Review); Audits; Complaints, Grievances and Appeals Process

The purpose of the Utilization Management System (UMS) is to ensure that consumers receive authorized and funded services that are medically necessary, the cost of which is no more than required to achieve the individual's treatment and rehabilitation goals in order to support the individual's recovery, thus permitting the budget of the PMHS to serve the largest number of individuals possible.

At a minimum, the ASO shall operate a MHA approved utilization management system that focuses on providing enhanced management to users with high utilization and that fulfills all the requirements of CMS contained in 42 CFR Part 456, 42 USC § 1396 a (c)(31) and the particular requirements of the PMHS as set forth in the 1115c Waiver, MHA, MA regulations and policies and focuses on providing enhanced management to users with high utilization of services. Coordinate the enhanced management of individuals with high utilization with CSAs.

- A. AUTHORIZATIONS. All mental health services except emergency services require pre-authorization.

1. The ASO's system for authorizing services, shall, at a minimum:
 - a) Operate a toll free *Authorization* telephone number that providers can access 24 hours a day, 7 days a week, to obtain authorization for services for an eligible recipient for services in the PMHS. The staffing of this line should be such that 95% of the incoming calls are answered within three rings or less, a call pick up system which places the call in a queue may be used (answering machines, tape recorded messages and busy signals are not acceptable) and has less than a 3% abandoned call rate. For 90% of the incoming calls, the wait time in the queue should not be longer than 5 minutes; and individuals shall not be placed on hold for longer than 15 minutes;
 - b) Pursuant to COMAR 10.09.70.07, establish a process that is staffed by a Maryland licensed psychiatrist and other Maryland licensed mental health professionals for authorization (pre-authorization, concurrent and retro-authorization) of mental health services;
 - c) Ensure care managers are appropriately trained and knowledgeable about the PMHS, the services available in particular geographic areas and the needs of special populations;
 - d) Through the ASO's authorization system, with MHA approval, develop and implement electronic treatment and rehabilitation plans in conformance with the respective COMAR Community Mental Health Program chapters;
 - e) Authorize mental health services, based on medically necessary treatment and rehabilitation plans, conduct concurrent and retroactive reviews;
 - f) Using protocols approved by MHA, and the timeframes set forth in regulation, approve or deny a request to initiate services, extend the duration of current services or change existing services in type, frequency or level of intensity in a manner which is consistent with expected results and is cost effective;
 - g) Grant CSAs access to the authorization system in order for CSAs to authorize RRP, Supported Employment, Hospital Diversion, and Residential Crisis Services, etc;
 - h) Coordinate with MHA and CSAs in the review and authorization process for children and adolescents into RTCs; and adults into residential rehabilitation program services, supported employment, MHA designated Hospital Diversion Project, notification to ACT programs when individuals are hospitalized and other services as may be required in the

future;

- i) Review and authorize Therapeutic Behavioral Services (TBS) defined in COMAR 10.09.34 for children and adolescents with a developmental disability or a psychiatric diagnosis;
- j) Perform focused review of requests for inpatient level of care in order to reduce reliance on and use of unnecessary hospital level of care by diverting individuals to other services or alternative levels of care;
- k) For hospital diversion projects currently in Montgomery County, Baltimore City, and Anne Arundel County incorporate the CSA's or its designee's authorization for inpatient level of care within the ASO's care management system in order to process and pay claims for inpatient psychiatric care and have capacity to expand this process with additional CSAs as diversion project expands;
- l) Review and recommend approval or disapproval, based on MHA Policy administrative days for MA reimbursement for recipients whose level of care has changed in accordance with COMAR 10.09.06.10;
- m) Perform non-binding courtesy reviews for children and adolescents admitted to IMDs or RTCs who are likely to become eligible for MA based on family of one determination;
- n) Perform non-binding courtesy reviews for uninsured individuals entering inpatient psychiatric care;
- o) Validate Diagnostic Related Groups (DRG) for inpatient level of care;
- p) Monitor and manage at-risk and high service utilization consumers, coordinate with CSAs, and assist in the development of appropriate treatment plans;
- q) Establish protocols for coordinating referrals and authorizations with appropriate CSAs and MCOs;
- r) In collaboration with MCOs and REM program staff, coordinate referrals for mental health services and substance abuse treatment;
- s) If the service is approved, notify the consumer, the provider, the CSA, and the primary care practitioner, if this information has been appropriately supplied to the ASO by the MCO of the consumer;
- t) When a service is approved for an individual who does not have MA, assure that the provider has determined:
 - i. Whether the individual should be referred to the SSA or the DSS for a determination of eligibility for SSI, SSDI, or

other public assistance and so inform the provider,

- ii. Whether the individual may be eligible for private insurance, or
 - iii. Whether the individual is personally obligated to make co-payments for the services under DHMH's ability to pay schedule.
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- u) Ensure that only a psychiatrist who is Maryland licensed and certified by the American Board of Psychiatry, and has appropriate expertise, shall have the authority to deny services based on medical necessity;
 - v) If treatment is denied, notify the consumer, the provider, and the CSA of that fact and notify the consumer of the procedures to appeal the denial;
 - w) If the ASO agent determines that a service is not medically necessary, prior to denying the service, the ASO agent shall contact the requesting provider and determine whether there is an alternative service or a service of alternative duration which both the ASO and requesting provider believes to be medically necessary;
 - x) Prior to determination of denial of medical necessity for individuals receiving long term services, the ASO shall consult with the CSA in order to link the individual with other services and supports in order to prevent homelessness;
 - y) Not deny a service request, if the denial abruptly changes a living situation or causes severe disruption to an individual who is considered to have a SMI or SED;
 - z) Maintain a confidential record, including an electronic tracking system of contacts between the ASO and providers regarding authorizations and any significant clinical issues, of any individual referred to the PMHS. This is to be kept separate and apart from any consumer records maintained by the contractor for other entities. The contractor shall comply with all state and federal statutes and regulations regarding confidentiality of medical records;
 - aa) Monitor the accuracy of the materials and information submitted by providers with requests for authorization;
 - bb) Provide current authorization information, only to the providers, on the ASO Website;
 - cc) Monitor utilization of services by provider and consumer, including ability to provide utilization statistics; and

- dd) Monitor time of first call to ASO from ED, time of decision, and time of individual leaving ED.
- 2) The ASO shall perform concurrent reviews for consumers receiving services. At a minimum, the ASO shall:
- a) Review all admissions in the psychiatric units of acute care hospitals, IMDs, and PRTFs and determine continued medical necessity;
 - b) Review all requests for continued services for medical necessity and effectiveness of the services provided;
 - c) Deny services that are not effective and shall propose other services that are medically necessary; and
 - d) Meet the requirements of procedures established in the preceding section - Utilization Management System, Part I - Section 6.2.
- 3) The ASO shall perform retrospective reviews of all inpatient hospitalizations to an IMD, PRTF or a psychiatric unit in an acute hospital, or any community mental health services for consumers receiving eligibility for MA services after services have been provided through the PMHS including conducting in-person interviews and reviews with appropriate parties.

Explanation of Benefits: At minimum, every 6 months, the ASO shall issue Explanation of Benefits (EOB) forms to consumers who have received services during the preceding period. The EOB shall include at a minimum the names of the providers of services, services provided, and dates of service.

- 4) Authorization and integration with other systems:
- a) Utilize a web-based authorization and registration system that permits the provider to query whether a consumer is eligible for services, request authorization, and monitor if authorization is granted. The web-based authorization at minimum must have the data fields listed within the Data Collection and Management Information Services Section, Data Collection, Client Demographics/Insurance Eligibility Section;
 - b) Incorporate and integrate MA pharmacy information into web-based system used by mental health providers in an easily accessible and printable format, as well as into an accessible and printable database for physical health care providers, who are not registered providers in the PMHS;
 - c) Integrate within the authorization system for purposes of claims payment and data tracking process that combines administrative procedures between MHA and Division of Rehabilitation Services (DORS), for approval of supported employment services. The CSAs and DORS counselors jointly authorize SE services based

upon the DORS counselors having access to the authorization information in the PMHS. Once eligible, the CSA authorizes the service for SE and the accompanying PRP service;

- d) Have available a web based authorization system which can automatically direct providers, based on certain consumer eligibility characteristics (**See Exhibit 10**), to the OMS system in which responses to questionnaires can be entered into the system, and with completion of all mandatory items at a minimum, trigger authorization for a bundled set of services; and
- e) Use web-based system to capture OMS questionnaire data and link authorization of a group of outpatient services (multiple CPT codes) to payment of claims for the services within the group.

B. AUDITS

The ASO shall be responsible for pre-payment, post payment reviews and ongoing monitoring to ensure that providers are compliant with the rules and regulations governing the service and payment for the service. The ASO shall actively coordinate with other State agencies and CSAs to ensure consistency of interpretation and application of all rules, and coordination of audits. The ASO shall interface with MHA's Office of Compliance, the DHMH Office of Inspector General and the Office of the Attorney General – Medicaid Fraud Unit, as appropriate.

The ASO shall perform audits and other reviews of medical and billing records to ensure only medically necessary authorized services are funded by the PMHS, and shall develop and implement MHA approved audit tools and protocols which at a minimum:

1. Evaluates the quality of the assessment, diagnosis, treatment/service planning and service delivery. The evaluations shall highlight practices that promote recovery, resiliency and self-determination;
2. Identifies and monitor providers who have filed claims with insufficient supporting documentation, upcoding, or claims unsupported by treatment or rehabilitation plans;
3. For PRP services, review, required encounter data against paid claims;
4. Identifies false claims, fraud or abuse by providers or consumers, including but not limited to abuses of referrals, overutilization, and overpayments;
5. Identifies high utilization users and working with MHA, and CSAs, develops alternative service plans for these consumers;
6. Provides for a random sample of all services provided by providers after services have been pre-authorized to determine whether the medical necessity continued and was appropriately documented throughout the course of treatment. At a minimum, 60 audits of programs regulated under COMAR 10.21, Community Mental Health Programs and as designated by MHA, individual practitioners shall be audited each year. At a

minimum to include 10 high utilizers and 10 random charts from each of the 60 providers should be included;

7. Provides for a random number of inpatient (IMDs, HSCRC psychiatric units and RTC) audits to ensure provision of service and claim submission according to state and federal regulations. At a minimum, 10 inpatient facilities shall be audited each year;
8. Retract payments from the providers when there is no documentation to substantiate claims payment including procedures to retract payments to correct FFP from MMIS; and
9. Maintains documentation of all audits.

C. COMPLAINTS, GRIEVANCES AND APPEALS

The ASO shall process complaints, grievances and appeals to and from the providers. At a minimum, the ASO shall:

1. Comply with COMAR 10.09.70.07 through 10.09.70.08, and implement the procedures for processing and handling complaints, grievances, and appeals for both providers and consumers; and
2. If the ASO determines that the individual is:
 - a) Not eligible to receive services through the PMHS, the ASO shall orally and in writing, advise the individual of the decision and the process for appeal and, to the extent possible refer the individual to an appropriate resource in order to obtain services; and
 - b) Eligible to receive services through the PMHS, however the services requested are found not to be medically necessary, the ASO shall advise the individual how to appeal the decision and shall forward to the individual within 5 days a written denial of benefits explanation.
3. Participate in any complaint, grievance, or appeal.
4. Have sufficient clinical staff to review denials of service in a timely manner.
5. Implement a tracking system to follow appeals, complaints, and grievances, through each stage of the system, including MHA review. Log all consumer/family and provider requests for appeals, grievances, and complaints, and notification of the resolution of such.

6.3. CLAIMS PROCESSING AND PAYMENT

The ASO is responsible for the processing of all claims to and from the provider in accordance with the federal and state Medicaid laws and regulations.

The intent of the claims services is to ensure the timely payment of vendors and full recoupment of all possible FFP.

The ASO shall have the capacity to process all claims at no cost to the providers within the fee-for-service PMHS and have a system for integrating authorizations and claims processing as well as:

1. For individuals on whom emergency petitions have been filed and who have no other source of payment, the ASO shall process emergency room charges, evaluation charges, and transportation charges if hospitalization is needed when the hospital where the evaluation occurs cannot admit the individual (HG§10-628);
2. For individuals who have no other source of payment for inpatient psychiatric services that have been approved in accordance with policies defined by MHA and administered by the ASO to be admitted to a private or general hospital for acute psychiatric care at State-only expense;
3. For Traumatic Brain Injury (TBI) Waiver Recipients: The ASO will process claims for the TBI Waiver. MHA performs the authorization and provider enrollment for the TBI Waiver. The maximum number of individuals enrolled in the waiver will be 50 at any one point in time. The ASO will process the claims on a monthly basis for the recipients. Currently, MHA has enrolled 5 providers to deliver residential, day habilitation, individual support services, and supported employment services;
4. For the BMHS Partial Capitation Project: BMHS, the core service agency in Baltimore City's CSA determines eligibility, enrollment, and authorization for the Partial Capitation Project. BMHS forwards updated enrollment data to the ASO. The ASO shall enter the participant enrollment data into its authorization system to ensure that the participants in this project do not receive authorization for PMHS services outside of the partial capitation project. The ASO shall process the claims for the BMHS partial capitation project for approximately 355 individuals. This will include MA and Non-MA claims;
5. For uninsured individuals authorized by MHA or designated hospital diversion projects pay claims for inpatient psychiatric care;
6. The claims processing system shall have the capacity to accept a minimum of 5 million claims annually in either paper or electronic format. In the past five years, approximately 95% of the claims have been electronically submitted;
7. At a minimum, the ASO's claims processing system shall:
 - a) Be consistent with all requirements of a SAS 70 Type II audit (see www.SAS70.com for information regarding the SAS 70 audit requirements);
 - b) Within five working days of receipt of a claim lacking sufficient information to process, return the claim to the provider that submitted it with an explanation of the reason that the claim was returned;

- c) Approve and submit for payment, or deny, 99% of paper claims within 21 calendar days of the receipt of the claim, 100% of paper claims within 30 calendar days, and within 14 calendar days of receipt of an electronic claim;
- d) Notify the provider how to contest the decision of the ASO for any claim which is denied in whole or in part;
- e) Assign to each claim a unique transaction identifier that indicates the date the claim was received by the ASO and the input source (paper, electronic media claim, etc.);
- f) Generate in an electronic or paper format an explanation of payments as appropriate for each provider, in the format approved by MHA;
- g) Make reimbursement systems consistent with requirements of DHMH and CMS;
- h) Electronically submit MA claims to MMIS within seven (7) working days of the date that the claim was paid by the ASO. The ASO will submit paid claims to the Department using the 837 format (the HIPAA Standard). Claims will be submitted using the Department's Maryland Medicaid Electronic Exchange (MMEE) web portal. In order for claims to process successfully and for the Department to draw down FFP, the ASO must submit data which corresponds to recipient eligibility and provider eligibility in MMIS. The ASO should provide safeguards to minimize unnecessary and inappropriate submission of duplicate claims in order to cut down on unnecessary claims processing by the State;
- i) Electronically retrieve and process weekly 835 payment advice file from the Department and report any differences within five (5) business days from the time the 835 file is made available. This file will be accessible via the Department's MMEE web portal. The ASO must reconcile these files within ten (10) business days. Any files that the ASO cannot reconcile within the time period, it must bring to MHA's attention within five (5) business days;
- j) Provide the ability to retract payments from the providers when there is no documentation to substantiate the claim which include procedures for retraction of payment from MMIS;
- k) Have a program to detect overpayment and inaccuracies (e.g. billings for inpatient and outpatient services on the same day), fraud and abuse and promptly report suspected fraud or abuse either to the MA Control Unit of Medical Care Finance, MHA Office of Compliance or according to the protocol developed by the Medicaid Fraud Unit of the Attorney General's Office and to cooperate with these agencies in any prosecution;
- l) ASO's claims payment system must permit the collection of data regarding physician administered or dispensed drugs; (i.e. NDC);
- m) Implement system edits to ensure compliance with PMHS and Medicaid policy

and requirements; and

- n) Provide online access to supporting information regarding on-line edits and criteria disposition.
- o) Allocate administrative cost in order to claim FFP for ASO functions related to management of Medicaid Waivers.

6.4. DATA COLLECTION AND MANAGEMENT INFORMATION SERVICES

All data collected pursuant to this contract and any and all analysis of the data collected pursuant to this contract are the sole property of the State of Maryland and MHA, including but not limited to, electronic tapes, data reports and consultative reports. Upon termination of the contract, all data shall be released to MHA in a format satisfactory to MHA.

The ASO must have experience operating and maintaining a Management Information System (MIS) in a publicly funded behavioral system. If all or part of the MIS function will be subcontracted, the primary contractor and the MIS subcontractor shall have experience performing similar services for a single publicly funded mental health system. This information system will be the primary tool utilized by the ASO to manage, monitor, and provide reports on essential system functions based on requirements established by MHA, including but not limited to:

- a. Eligibility determination and enrollment
- b. Assessment and clinical data
- c. Service authorization
- d. Provider network
- e. Service utilization and expenditure by State only funded Medicaid contract.
- f. Claims processing, payment and federal funds reimbursement
- g. Quality and outcome reporting

A. SYSTEM REQUIREMENTS

The ASO shall:

- 1. Collect and maintain all data to complete any requirements contained in Access to Services, Utilization Management System; Claims Processing and Payment, Data Collection and Management Information Services; Public Information, Consultative, Training and Evaluation Services, and Special Projects/New Initiatives;
- 2. Collect and maintain all data required by CMS-1500 and Form UB-04 (CMS 1450); or any revisions of these forms;
- 3. Ensure the integrity and confidentiality of all data in accordance with State of Maryland and Federal laws and regulations, and the State Data Security

Standards;

4. Have the ability to electronically warehouse PMHS claims, authorizations, OMS, consumer eligibility, provider, and Medicaid pharmacy data files since July 2001 in a secure manner;
5. Build if necessary, maintain, modify, and support a web-based secure, interactive authorization and data reporting system with a point and click interface that will enable end users to quickly learn the system and access information. The system should be in compliance with HIPAA and all state and federal statutes and regulations regarding confidentiality of medical records;
6. Through a secure FTP server make the detail claims, authorization, provider, eligibility, pharmacy, FFP and any other data files available to MHA on a weekly basis in a format acceptable to MHA;
7. Have edits in place, to ensure that information collected is verified – e.g. if the consumer had already received services in the system and has a record in the eligibility file and a provider is applying for uninsured eligibility, data entered should be checked for validity;
8. Respond to *ad hoc* data requests in the time frame specified by MHA. The resulting reports shall be validated against previously published data or any other comparable information, before confirming and distributing the reports to MHA;
9. Propose a quality assurance and improvement system. Based on available or collectible PMHS data, the system shall include at a minimum, fraud control (e.g. edits governing combination of services and number of services), provider evaluation, cost control and effectiveness, measures of how often evidence-based and promising practices are followed (this will require an augmentation in coding to differentiate whether the services performed individually and collectively equate to an evidence-based and/or promising practice) and outcomes measurement subsystems. The vendor shall provide a variety of sample reports that would be used in conjunction with these efforts and describe how these systems would be designed (or refined for implementation in Maryland's system) and implemented including the input from appropriate community stakeholders;
10. The proposed software and hardware of the system should be expandable and have the capacity to adapt to change based on State or Federal requirements or DHMH/MHA policy changes. State and Federal laws change frequently and the system should exhibit flexibility when MHA needs to change its service lines, or authorization and payment schemes in response to changing laws or funding. In addition, MHA and potentially other State payors for behavioral or somatic services may add new lines of business over the course of this contract. This may require scalability on the part of the MIS to include multiple lines of business that can exist as separate fiscal entities; and
11. The ASO shall have computer system security measures, including system's backup and disaster recovery procedures for all services.

B. SYSTEM MAINTENANCE AND SYSTEM CHANGE REQUIREMENTS:

1. The ASO shall perform software maintenance and system changes for the component parts of the ASO's MIS, as requested by MHA. Ongoing changes, corrections, or enhancements to the system shall be characterized as either maintenance-related or as a system improvement. Maintenance may result from a determination by MHA or by the ASO that a deficiency exists within the ASO's MIS. The various types of maintenance support shall include, but are not necessarily limited to:
 - a. Activities necessary to provide for continuous effective and efficient operation of the ASO's MIS to keep it ready and fit to perform at the standard and condition for which it was approved;
 - b. Activities necessary to ensure that all data, files, and programs are current and that errors are reduced;
 - c. Activities related to file growth and partitioning;
 - d. LAN administration and maintenance to ensure performance standards are met. Maintain current, MHA approved versions of licensed software, and accommodate reasonable changes in numbers of users;
 - e. File maintenance activities for updates to all files;
 - f. Schedule ongoing tasks to ensure system tuning, performance, response time, database stability, and processing;
 - g. System parameters including the frequency, number, and media of reports;
 - h. Changes to edit disposition parameters for established edit or audit criteria; and
 - i. Addition of new values and changes to existing system tables and conversion of prior records, as necessary.
2. Software changes may result when MHA or the ASO determines that additional requirements need to be met or that a change to existing file structures or current processing is needed. Examples of system changes include:
 - a. Implementation of capabilities not specified in this RFP or agreed to during the transition;
 - b. Implementation of edits and audits not defined in the operational system accepted by MHA;
 - c. Changes to established reports, screens, or tape formats, such as sort sequence, new data elements, or report items; and

- d. Acceptance of a new input form.
3. ASO System Maintenance Requirements:
- a. Receive MHA's notification of a problem within the system.
 - b. Inform MHA when a problem is identified, within twenty-four (24) hours of discovery.
 - c. Enter the work request identifying the maintenance support into a tracking system.
 - d. Present MHA with a corrective action plan for approval within five (5) business days of discovery, unless otherwise specified by MHA.
 - e. Acknowledge an approved work request from MHA.
 - f. Initiate corrective action within twenty-four (24) hours of MHA approved work request.
 - g. When required by MHA, prepare and submit a test plan for approval.
 - h. Code programs/changes.
 - i. Conduct systems test.
 - j. Present test results to MHA.
 - k. Submit updates to systems documentation.
 - l. Submit updates to user and provider manuals and operations (if required).
 - m. Implement correction upon MHA approval.
 - n. Prepare and distribute final form and manuals and system documentation within one (1) week of technical sign off.
4. System Maintenance and ASO Responsibilities:
- a. Receive change request from MHA.
 - b. At no additional cost, submit a work request of ASO-proposed changes for MHA approval, including:
 - i. A detailed analysis of requirements and specifications for major changes, an estimate of staff effort and schedule, including impact on other projects and priorities;
 - ii. For minor changes, prepare a description of the required changes; and

- iii For major changes (e.g. implementation of new Medicaid waiver), develop detailed proposal, including file/database logic, program narrative, test plan, and user documentation, when required by MHA.
- c. Once plan is approved by MHA; code programs/changes, present test results to MHA.
- d. Submit updates to all documentation impacted by the system changes..
- e. Implement system changes upon MHA approval.
- 5. As directed by MHA, prepare, document, and distribute final form manuals and ASO MIS system documentation in a minimum of ten (10) working days of sign-off.
- 6. If the ASO and MHA agree that the change request cannot be accomplished with the available staff and hours the Contractor shall respond with a detailed proposal, within fifteen (15) business days, containing the following:
 - a. Statement of the scope of the change request in relation to subsystems, functions, features, and capabilities to be changed;
 - b. Breakdown of the work effort by milestone;
 - c. Breakdown of the work effort by hour;
 - d. Implementation schedule for the change request and, if appropriate, revised schedules for all other concurrently approved projects or change requests affected by the current change request; and
 - e. Justification for the additional staff, rates, and schedules.
- 7. Implementation of the change request shall be subject to the approval of MHA.
- 8. A change request can also be cancelled by the MHA in writing.
- 9. ASO MIS Operations, Maintenance and System Changes:

Completed Change Requests:

The ASO is responsible for obtaining MHA authorization prior to moving a system change into the production environment. For a change request to be considered complete, the ASO must update and distribute all associated documentation. In addition, the maintenance activity or system changes must have run through a complete production cycle.

Monthly Status Report:

The ASO is responsible for preparing a monthly status report. The report shall specify accomplishments during the report period in a task-by-task format, including all tasks that are being performed on schedule, tasks that are behind schedule, any administrative problems encountered, and the proposed resolution of all problem areas. It will specify scheduled system downtime and provide a corrective action taken for any unscheduled downtime that occurred. The report shall also include monthly processing and transaction counts for all operational areas.

B. DATA COLLECTION

The ASO shall:

1. Collect and maintain all data to complete any required reports as indicated in **Exhibit 8** as well as other reports as required.
2. Implement data collection systems and expansions, as required to collect data required to complete all federal reporting elements required by the Center for Mental Health Services (CMHS) as detailed in www.nri-inc.org/projects/SDICC/urs_forms.cfm including the Uniform Reporting System (URS) tables, the National Outcome Measures (NOMS), and Maintenance of Effort (MOE), and all other Federal Block Grant requirements.
 - a) All URS tables to be completed by October 15 of each year using the most recent data available.
 - b) Selected tables (tables 2, 4, 15, 16, 17) shall be completed one to two additional times per year.
 - c) NOMs related tables which include information from the Consumer Survey must be completed by May 31 of each year. See Evaluation Services section Consumer Satisfaction and Outcome Survey for detail.
 - d) Provide MHA with documented definitions and codes used in populating URS tables and NOMS.
3. Collect data as required for MHA, State or Federal initiatives.
4. Capture and integrate, at a minimum, data in the following areas:
 - A. Client Demographics/Insurance Eligibility
 - Client date of birth
 - Client age at first service within the reporting period
 - Gender
 - Race
 - Ethnicity (as defined in the URS)
 - Client insurance eligibility status

Income information for applicants for uninsured eligibility
Asset information for applicants for uninsured eligibility
Educational level
Marital status
Living situation
Homelessness status
Employment status
Arrest status/history
School attendance/expulsion/suspension status/history
Legal status-voluntary/involuntary/court committed
Veteran status including Iraq or Afghanistan conflicts
Detailed DSM IV categories
Diagnostic categories as specified by MHA (e.g.SMI/SED)
County of residence
Address of client, including zip code
Legal custody of youth
Identity of legal guardian

As applicable, these must be captured according to Federal URS and NOMs reporting guidelines.

B. Provider Network/Profiles

Services Provided:

Provider/clinical expertise (e.g. treating individuals with co-occurring conditions)
Geographic location
Disability population access
Cultural/linguistic competencies
Evidenced based or promising practices offered (e.g. Cognitive Behavioral Therapy, Supported Employment, Assertive Community Treatment)
Any information required to complete the provider directory

C. Service Authorization

In addition to standard authorization information, the ASO shall store the data submitted by MHA, designated CSAs, other MHA Agents who authorize Purchase of Care for psychiatric inpatient treatment for individuals who are uninsured; supported employment; residential rehabilitation programs; and other programs designated by MHA.

D. Other

1. Develop any forms needed to collect the data required.
2. Develop and implement a system to track individuals receiving case management from CSA contractors in order to integrate with other PMHS data through the fee-for-service system.
3. Collect data as required for the OMS and have ability to track OMS

service utilization, expenditures, questionnaire completion, and changes in provider service provision.

4. Develop and implement in collaboration with MHA and other partners, a system to obtain MHA client specific information on consumers utilizing non fee-for-service contractually funded services. Incorporate this data with data on individuals served in the fee-for-service system, with the ability to unduplicate among the two systems.
5. Develop and implement within the MIS the collection, review, and management of encounter data in order to validate provisions of services for payment of claims.
6. Develop and implement a system to collect data on veterans, including basic demographics, service requests and service utilization.

C. MANAGEMENT INFORMATION SERVICES

1. The ASO shall at a minimum create a MIS that:
 - a. Utilizes unique identifiers for each consumer, provider, and claim which is identical to or compatible with the unique identifiers established by the current ASO and which will allow for the identification of consumers, claims or providers in the existing ASO data sets, and continue to assign unique identifiers based on this system to each new consumer, provider, and claim;
 - b. Interfaces with MHA, CSAs, the MCOs, MA somatic and psychiatric pharmacy data, and State Hospital Management Information System (HMIS) and has the capacity to exchange data with these entities over telephone lines or dedicated data lines;
 - c. Exchanges data with MA's Management Information System (MMIS) and includes, but not be limited to, MA eligibility data, electronic billing files, billing turn around documents, and claims files;
 - d. Submits electronic bills to MMIS;
 - e. Provides for the electronic transfer of payment data to MHA/DHMH;
 - f. Exchanges data with providers and MCOs in paper or electronic formats, including facsimiles, as is appropriate to maintain the confidentiality of the data;
 - g. Exchanges data with primary care providers, PMHS providers and the MCOs;
 - h. Makes rolling twelve months of Medicaid somatic and psychiatric pharmacy data accessible, viewable and printable by mental health providers, MCOs, primary care providers, and CSAs in conjunction with authorization system and be refreshed monthly; and

- i. Is able to perform data integrity checks and data analyses to support evaluation and quality improvement activities;
2. In the event that the MHA exercises its option to contract with other entities to perform additional data analysis tasks, the ASO shall supply all data, as required, to this entity;
3. If the ASO uses proprietary software in the implementation of its reporting system, the ASO shall provide multiple licenses granting access to the reporting system. At a minimum, MHA will require 35 licenses for its staff, CSAs and others designated by MHA;
4. The ASO shall design, integrate, and manage shared data with other State agencies and funding sources (e.g. – DHR, DJS, DPSCS, GOC, DDA, ADAA, MSDE and Universities designated by MHA); and
5. The ASO shall track expenditures, utilization by consumer eligibility type/waivers.

D. REPORTS TO BE AVAILABLE

1. The ASO shall produce reports according to schedule in **Exhibit 8**. The ASO shall, at a minimum, have the capacity to produce these reports when requested. Please note that the ASO may be required to produce reports, as needed, in addition to or other than those listed in **Exhibit 8** (e.g. PMHS Quarterly Report). Copies of these reports can be viewed on MHA's website – www.dhmd.state.md.us/mha. The ASO should prepare and submit quarterly reports identifying items in compliance with contract requirements and the items requiring resolution.
2. The ASO shall provide aggregations of units of services reimbursed, expenditures, units of services authorized, counts of unique consumers served, aggregated by provider and by service category, average number of services per consumer by provider, average number of services by service category per consumer by provider, and selected outcome measures aggregated by county and CSA. In one case, there is one CSA consisting of multi (5) county jurisdictions. Reports must have the ability to be aggregated by county and up to the CSA level. These items shall be flexibly aggregated by demographic characteristics (age, gender, race), diagnostic categories as defined by the State, and other relevant program parameters (type of service, insurance status, eligibility code, SMI/SED status, provider, revenue/CPT/HCPCS code). Two different breakdowns for the age ranges (0-17, 18-64, 65+ & 0-21, 22-64, 65+) should be feasible wherever relevant for these reports. These broader ranges shall further breakdown (for example the 0-17 age category further breaking down to 0-5, 6-12 & 13-17).
3. Access to the reporting system shall be controlled by a system of log on identifiers and passwords, with various security levels implemented for a minimum of five (5) user categories (eg. MHA, CSA, Provider, Consumer and General Public), ranging from access to generic aggregated information containing no personal/provider identifiers for the general public to the most restricted level which would allow inspection of data at the level of the individual consumer.

4. The end user of the reports shall have the flexibility to manipulate the data using multiple variables however desired with the ability to include additional level of detail by nesting or limiting the level of information by filtering or bringing focus to a report by hiding one or more categories. For example, you should be able to examine the information with a performance indicator, such as consumer count, and then look at this same information from another perspective, such as units of service. The end user should also be able to look at the data by demographics like race, ethnicity, gender, eligibility as well as diagnostic and other categories for the service fiscal year of interest. The system should enable the end user to download/export the reports at a minimum to Excel and .pdf formats and print the reports from the browser.
5. The ASO shall refresh data at least weekly for claims data and at least monthly for all other data. The ASO shall make reports that are refreshed monthly and available by the 20th of the following month.
6. The ASO shall make available written technical descriptions for the methodology used to develop reports and the fields used in the reports. The ASO shall make descriptions and definitions available in terms that are easily understood and user friendly formats.

6.5 PUBLIC INFORMATION, CONSULTATIVE, TRAINING, AND EVALUATION

A. PUBLIC INFORMATION

The ASO shall develop, implement, and maintain, a state of the art communication system to include but not be limited to: telephone, electronic transmission, mail, world wide web, etc for information exchange between the ASO, providers, consumers, CSA, and general public.

The ASO shall:

1. Maintain a MHA approved site on the world wide web which includes a list of essential contacts for the PMHS and the ASO, a detailed manual of instructions for providers, a matrix of all PMHS services, the codes used to bill these services, information on limitations and availability of such services, policy changes, implementation and the rates for services. The site shall be updated monthly and when requested by MHA;
2. Develop and maintain bulletin board for providers who request information, ask questions and receive answers that are viewable or accessible to all providers in the PMHS;
3. Upon inclusion in the PMHS, make available to each new consumer and provider, in a communication medium appropriate to the population served in the PMHS, informational materials explaining the PMHS, how to access the PMHS, the services available, and the reimbursement rates for the services;
4. Link through its website to each CSA and to their respective links to online mental health information source(s) that include local resources, state and national information and activities and tool(s) to maintain personal health records. Update

the PMHS provider directory for each CSA's online mental health information source and assume costs for network feeds associated with online source(s); and

5. Maintain on its website relevant federal guidelines for current announcements and transmittals i.e. OIG Transmittal, Medicaid Link, CMS Regulations.

B. CONSULTATIVE

At a minimum, the ASO shall:

1. Provide consultation based on other experience and other state and federal activities on management, delivery, and financing of public mental health services.
2. Submit recommendations for how the data requested within this RFP, or any other proposed data, can be used to develop outcome oriented performance measures at the individual, provider, service type, and system levels. The offeror should be prepared to implement its recommendations contingent upon MHA approval of some or all of the recommendations.

C. TRAINING

At a minimum, the ASO shall:

1. Educate providers as to culturally and age appropriate individualized service plans in order to promote effective care, recovery, and resiliency;
2. Provide adequate, timely, and accurate information to providers and consumers as to eligibility, services, service authorization, and reimbursements;
3. Participate in at least 2 forums per year on topics chosen in collaboration with the CSAs and MHA;
4. Conduct at least two annual trainings in each of the four regions in the State (Eastern, Western, Central, and Southern), for consumers and providers as to how to access the PMHS;
5. Yearly or as significant changes are made, provide billing training to interested providers on both CMS Form UB92 and CMS Form 1500;
6. Provide training to providers as is appropriate and reasonable on the implications for their operations as changes in State and Federal laws, regulations, policies, or procedures are being implemented which affect utilization management or claims processing;
7. Conduct training, as determined to be appropriate in collaboration with MHA and the CSAs, to correct any systematic need or deficiencies in quality or system operations;

8. Provider Orientation- Initially provide on-site training for four regions of the State to address PMHS procedures. Provide additional training in consultation to new and current PMHS providers through other communication tools such as internet, video or audio conferencing. ASO shall develop a curriculum for provider orientation to orient them to the appropriate policies and procedures for service authorization, provision of service documentation, combination of services, and claims submission. Provider orientations shall be offered at least every three months (i.e. billing, including preventing fraud and abuse, OMS administration, use of web-based system for various functions such as OMS, DORS); and
9. Provide, as appropriate, training and technical assistance delivered on-site or off-site as necessary for completing authorization requirements. The ASO shall provide on-site training when repeated telephonic technical assistance has proven ineffective for providers experiencing ongoing difficulties.

D. EVALUATION SERVICES

1. CONSUMER SATISFACTION AND OUTCOMES SURVEY

Background: Currently the ASO utilizes the Mental Health Statistic Improvement Program (MHSIP) and the Youth Services Survey for Families ("YSS-F"). MHA has expanded the MHSIP and the YSS-F to include specific information of interest to the PMHS. Prior to conducting the survey, the ASO obtains approval from DHMH's Institutional Review Board ("IRB"). The ASO analyzes the surveys and prepares several documents including: (1) a comprehensive report describing all findings; (2) a short report (15 - 20 pages) summarizing key findings that is of publication level quality and includes graphics; (3) Brief materials (i.e. brochures) highlighting the findings for adults and children and adolescents. The ASO produces 25 black and white copies of the comprehensive report, 650 color copies of the summary report, and 8,000 color brochures for distribution. Prior to final copy, MHA approves the documents. Final draft documents must be ready for MHA approval by November 15 and printed copies for distribution must be ready by December 31 of each fiscal year. To view these document go to MHA's Website www.dhmd.state.md.us/mha.

MHA uses information from the surveys to provide National Outcome Measures (NOMS) to complete its Federal Mental Health Block Grant application and the applicable federal Uniform Reporting System (URS) tables (i.e. tables 9, 11, 11A, 19A, 19B). Information for the NOMS (Tables 9, 11, 11A, and 19A and 19B) must be available by May 31 and the URS Tables must be completed by October 15 of each year (www.nri-in.org/projects/SDICC/urs_forms.cfm).

At minimum the ASO shall:

1. After receiving IRB approval, annually conduct a telephone survey of individuals who have received a PMHS service in the previous calendar year to assess mental health services satisfaction and outcomes for adults and children and families. The survey must be in accordance with the federal Uniform Reporting System recommendations and in the first contract year, the ASO must use the existing survey, tool and methodology, unless there are changes in the survey requirements at the federal level. The ASO shall complete 1000 adult surveys

and 1000 surveys of parents/caregivers of children and adolescents. The ASO shall provide documentation to MHA detailing how the sample is pulled and how data is analyzed.

2. Have the capacity and expertise in statistical analyses to make recommendations to MHA regarding survey analysis and for any changes to the tool or protocols to the survey instrument.
3. Make recommendations to MHA based on the administration and analysis of the surveys, for any changes to the PMHS.
4. Annually obtain approvals, as needed, from the IRB to administer and analyze these surveys, with full results available to meet the aforementioned timeframe for obtaining MHA approval. The ASO must provide documentation to MHA that IRB approved protocols are being followed.

2. PROVIDER SATISFACTION SURVEY

BACKGROUND: In Fiscal Year 2006, the ASO surveyed providers utilizing the tools attached in **Exhibit 9**. Providers were mailed an invitation letter to participate in the survey and were given the option of completing the survey on-line or on paper. Two reminder postcards were mailed at intervals during the survey time period.

At a minimum the ASO shall:

1. After obtaining IRB approval, biannually conduct a mail or on-line Provider Satisfaction Survey of all providers who bill within a time period determined by MHA which includes ratings of MHA, CSA, and the ASO. Previous surveys have queried providers who billed within the previous 12 months. Unless changed, the survey shall utilize the survey tools currently used and comply with the requirements described above;
2. Within 6 months from the start of the contract, after reviewing the existing tool, protocols and results, provide recommendations for changes to the survey or the protocols for its administration;
3. Biannually produce a publication level quality MHA approved report, with distribution to 500 providers;
4. Make recommendations to MHA based on the analysis of the survey of any changes that could be made in the PMHS; and
5. Provide documentation to MHA that IRB approved protocols are followed.

6.6 SPECIAL PROJECTS/NEW INITIATIVES

The ASO shall implement and maintain the following special projects and initiatives:

A. OUTCOME MEASUREMENT SYSTEM REQUIREMENTS

In 2006, MHA, in collaboration with the University of Maryland and the ASO, implemented an Outcomes Measurement System (OMS). This system allows for the collection of MHA defined information through use of questionnaires. Information is collected on the majority of individuals age 6-64 utilizing the outpatient mental health clinics, FQHC clinics, and HSCRC mental health clinics at intake, every six months thereafter, and upon discharge. Consumers and/or caregivers of children provide self-reports on a series of items contained in a questionnaire administered by a clinician. Authorization for services is tied to entry of the questionnaire into the ASO web-based authorization system. Data analysis and mechanisms for differing access to data by several different constituencies (MHA, CSAs, providers, public) is available and /or planned.

The ASO shall:

1. Integrate the current OMS system with the vendor's authorization system and have capacity to expand for additional changes in questions or expand the program to allow for other service or provider types. Utilize a web-based authorization and registration system that permits the provider to query whether a consumer is eligible for services, request authorization, and monitor if authorization is granted. The web-based authorization at minimum must have the data fields listed within the Data Collection and Management Information Section, Data Collection, Client Demographics/Insurance Eligibility Section.
2. Implement a web-based OMS tied to authorization for outpatient services for OMS involved populations and providers. Question items will be provided by MHA.
3. Have available a web-based authorization system which can automatically direct providers, based on certain consumer eligibility characteristics, to the OMS system in which responses to questionnaires can be entered into the system, and with completion of all mandatory items at a minimum, trigger authorization for a bundled set of services.
4. Train providers on the system for capturing the data.
5. Migrate existing OMS data to ASO system.
6. Utilize scientifically tested instruments approved by MHA to assess psychiatric symptoms for adults and children and adolescents. The ASO shall assume costs for use of any instruments. Currently, the ASO spends between \$10,000 to \$25,000 on these instruments.
7. Produce data and analyses on data collected as of last assessments, as well as analyses of comparisons of individual changes in assessments over time. Provide MHA with documentation of definitions and code used to produce analyses.

8. Evaluate integrity of the information in submitted questionnaires.
9. Develop individual provider and CSA level reports based on model of State reports. Work with provider representatives to further define provider level reports.
10. Develop CSA level reports with input from CSA representatives.
11. Design a web-based system to allow providers and CSAs to access analyses comparing selected OMS results on their consumers over time, allowing for comparisons of initial OMS results ($t(0)$) with most recent OMS results ($t(n)$) and most recent OMS results ($t(n)$) with the next most recent OMS results ($t(n-1)$), both retrospectively and in real time.
12. Design a web-based system for the public to access State level analyses based on changes in OMS performance by individual consumers both on a $t(0)$ - $t(n)$ analysis and a $t(n)$ - $t(n-1)$ analysis.
13. At a minimum, propose recommendations annually for further utilization and analysis of OMS data alone or in conjunction with other data within the PMHS, to improve care and delivery of services and better utilize public funds.
14. Obtain information to complete all tables required by CMHS, URS and NOMS.
15. Use web-based system to capture OMS questionnaire data and determine how it will be linked to authorization of a group of outpatient services (multiple CPT codes) and to payment of claims for the services within the group.
16. Produce and analyze data to generate reports/graphics to be available through web-based "data mart" at individual provider, CSA, and State levels on consumer response to OMS questions at the time of their last assessment.
17. Produce and analyze data to generate reports/graphics to be available through web-based "data mart" system at individual provider, CSA, and State levels on change in consumer response to OMS questions over time.

B. DORS SYSTEM INTEGRATION

In 2005, MHA and DORS engaged national consultants and convened an interagency workgroup with joint stakeholders and constituencies to realign policy regulations and protocols related to Supported Employment (SE) consistent with evidence-based and recovery-oriented principles and practices. The project has one application for consumers to be authorized for SE services from PMHS and DORS through the ASO's web-based authorization system. The ASO shall:

1. Have an integrated web-based portal as a single point of entry for application, referral, and eligibility determination for consumers and providers requesting SE services in the PMHS;
2. The web-based platform shall include safeguards to protect the confidentiality of information and grant limited access to identified DORS counselors who, in turn, can verify

application, referral, eligibility, and access to long-term funding for SE services; and review relevant psychiatric rehabilitation and treatment records;

3. The system shall reduce administrative burden and duplication of effort and expedite SE service delivery;
4. The web-based platform shall include an embedded DORS application which captures additional data and which pre-populates from existing data fields; and
5. The platform grants shall maintain guest access for 50 DORS counselors statewide, with attestation of consumer consent, to view and print authorization requests for SE and Psychiatric Rehabilitation Program (PRP) services, clinical indicators, Individual Rehabilitation Plans (IRP), and Individual Treatment Plans (ITP) or OMS data.

C. MARYLAND TICKET TO WORK

The Ticket to Work and Self-Sufficiency Program, established under the aegis of the Ticket to Work and Work Incentives Improvement Act of 1999, and administered by the Social Security Administration (SSA), is a federally sponsored employment initiative designed for individuals with disabilities who are Social Security beneficiaries and who are interested in returning to work. The Maryland Ticket to Work Program is a network structure which will connect selected CSAs and the respective SE program within those jurisdictions, into a single Employment Network (EN) consortium, under the auspices of the Ticket-to-Work program.

The ASO shall:

1. The system shall permit the provider and the CSA to register the assignment of tickets, to develop Individual Work Plans (IWPs), and monitor the achievement of employment milestones.
2. Have a web-based platform with the capacity to:
 - a. Record and track registration of ticket assignment by consumer;
 - b. Record and track consumer wages and method of wage determination;
 - c. Record and print IWP;
 - d. Track and report Ticket payment status;
 - e. Record and track month billed indicator (yes/no) and month paid indicator;
 - f. As requested by MHA, run PMHS file against Unemployment Insurance (UI) wage data-output reports for all ticket holders and all consumers; update monthly bill file for ticket holders identified in UI files;
 - g. Run PMHS file against SSA vendors Ticket to Work file to identify ticket holders not yet identified in PMHS file; and
 - h. Report eligible consumers, eligible consumer months, billing status, and payment status by consumer, by provider, by date.

D. LEGAL HISTORY DATA INTEGRATION

The ASO shall:

1. Have the capacity to accept arrest/booking data forwarded from the Department of Public Safety and Correctional Services (DPSCS) on a daily basis. The booking information will be for all individuals booked in the previous 24 hours in Baltimore City and the seven (7) counties that utilize the DPSCS Automated Booking System;
2. Upon the receipt of the daily electronic transmission, the ASO shall real time match the arrest information to consumers in the PMHS using specific criteria to qualify a match. For those individuals who are 'matched', the ASO shall forward to the individual's CSA both the booking information as well as specific information from the ASO's authorization and claims files for that consumer, and
3. The ASO shall be responsible for retention of the booking data and maintain it on a format approved by MHA.

E. 1915(c) PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY WAIVER (PRTF)

HISTORY

In Fiscal Year 2007, CMS approved Maryland's application for a 1915(c) Waiver for Psychiatric Residential Treatment Facility (PRTF) to provide home and community-based services for children and youth up to age 21. To view the approved waiver application with approved amendments go to MHA's website www.dhmd.state.md.us/mha. The waiver services are for individuals currently in a PRTF or those who, absent the waiver, would require a PRTF-level of care. The waiver is a five-year waiver, beginning in Federal Fiscal Year 2008 (October 1, 2007) and ending in 2012. For Waiver Year 2, participants will come from Baltimore City, Montgomery County, St. Mary's County, and Wicomico County. Participants will include community-Medicaid eligible and those whose financial eligibility has been expanded by this waiver. All services are fee-for-service, and all waiver participants will have access to all services that are a part of the regular public mental health system, as well as the somatic health system. The following are the waiver services (with Medicaid reimbursement) available *only* for waiver participants:

- In-home respite
- Residential respite
- Caregiver peer-to-peer support
- Peer-to-peer support (youth)
- Experiential and expressive therapies
- Family and youth training
- Mobile Stabilization and Support Services

The Mental Hygiene Administration is the administering agency for the waiver. Daily project management and evaluation for the waiver is conducted by the University of Maryland, Baltimore, in conjunction with MHA. MHA and MA are currently developing regulations governing eligibility for the waiver, provider qualifications and credentialing and payment procedures. The waiver will be fully operational when the new ASO contract starts. All deliverables are required as part of the ongoing implementation and management of this waiver.

DELIVERABLES RELATED TO THIS WAIVER

The ASO shall:

1. Be thoroughly familiar with the Waiver application, its amendments and the regulations which sets forth processes for delivering and obtaining Waiver services. Designate one staff member, approved by MHA, to be the liaison with MHA for this Waiver.
2. As described in Part I, Section 6.2 (Utilization Management System), determine medical necessity as described in the Waiver application and regulations for services by acting as an independent team with a representative of the CSA to review the medical, psychiatric and psychosocial evaluations, recertification of need (CON) to determine medical necessity for residential treatment level of care.
3. As described in Part I, Section 6.2 (Utilization Management System), review, and as indicated, authorize POC individual services based upon medical necessity criteria.
4. As described in Part I, Section 6.3 (Claims Processing and Payment), after providers of Waiver services have submitted a claim to the ASO, review the claim and reimburse or deny the claim.
5. As described in Part I, Section 6.2 (Utilization Management System), integrate the POC and authorization of services with the ASO's web based authorization system and develop a secure system to permit the CMEs to have access to the data, protecting participant confidentiality.
6. As described in Part I, Section 6.1 (Access to Services), credential providers for new waiver services, to include reviewing qualifications, and assist providers with enrolling as Medicaid providers.
7. As described in Part I, Section 6.4 (Data Collection and Management Information Services, maintain and share with MHA a database identifying waiver participants, services authorized and received and expenditures.
8. Track expenditures, including providing monthly updates to CME on expenditures incurred to-date for each youth and monthly aggregate reports to MHA to ensure cost neutrality.
9. Participate on the 1915 Waiver Advisory Committee to ensure strong communication between MHA, the University of Maryland, CMEs, and local jurisdictions.
10. Conduct an annual review of utilization of residential treatment center beds to identify system and service supports necessary to reduce residential treatment center placements and lengths of stay, focusing on results which may be due to race, ethnicity, gender or demographics.
11. Provide reports as required by CMS on services provided and expenditures, with categories related to demographics and public child-serving system involvement.
12. Track data monthly with respect to:

- a. Population served (with additional attention to race/ethnicity, gender, locality, and involvement in public child-serving systems);
- b. Service utilization (patterns and cost, attention to outliers, use of home and community versus restrictive services, patterns by child-serving system and locality);
- c. Service quality (use of evidence-based practices, adherence to a family-centered and systems of care approach, inclusion of natural supports in service plans);
- d. Cost (total, per child served, and for each of the child-serving systems); and
- e. Outcomes at the child, program, and system level, to be determined in conjunction with MHA, to be reported yearly.

PART II

ORGANIZATION OF PROPOSAL

1.0 GENERAL FORMAT

1.1 Three-Part Submission

- A. Offerors shall submit in separate sealed envelopes technical and financial proposals in the following manner:
 - 1.) Two originals (to be so labeled) and fifteen copies (one unbound and marked "PIA Copy"*) of the technical proposal in a sealed envelope clearly labeled "Technical Proposal". In addition, two copies should be submitted each on a separate CD formatted for MSWord;
 - 2.) Two originals (to be so labeled) and fifteen copies (one unbound and marked "PIA Copy"*) of the financial proposal in a sealed envelope clearly labeled "Financial Proposal". In addition, two copies should be submitted each on a separate CD formatted for MSWord. *(see Part IV, Section 1.4 for an explanation of this Public Information Act (PIA) copy); and
 - 3.) One original (to be so labeled) and two copies completed and signed MBE Utilization and Fair Solicitation Affidavits (MBE Attachment A, Appendix G) and MBE Participation Schedules (MBE Attachment B, Appendix G) in a separately sealed envelope.
- B. Each envelope shall, in addition, be labeled with the following:
 - 1.) the offeror's name and business address;
 - 2.) the due date/time for receipt of proposals; and
 - 3.) the title of the RFP.
- C. All pages in the technical proposal must be numbered, either consecutively from beginning to end, or consecutively by section.

1.2 Transmittal Letter

Technical proposals are to be accompanied by a brief transmittal letter prepared on the offeror's letterhead, and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP and proposals. This transmittal letter shall include:

- A. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the offeror to the contract, who will receive all official notices concerning this RFP;
- B. The Offeror's Federal Tax Identification Number or Social Security Number;
- C. Acknowledgement of the receipt of any amendments/addenda to the RFP; and

- D. Agreement to comply with all Conditions Precedent identified in Part 1, Section 4.0.

2.0 VOLUME I: TECHNICAL PROPOSAL

2.1 Format

Proposals shall be clear and precise and shall affirmatively address all points as outlined in Part I, Section 6.0. All proposals must be clearly tabbed to separate the responses to each section and each response should begin with a restatement of questions being answered. All offerors shall present their technical proposal in the following manner:

1. Format

A. STATEMENT OF THE PROBLEM

The offeror is to convey its understanding of the objectives of the RFP and the problems and difficulties that might be encountered in achieving these objectives. This section shall also include an analysis of the effort and resources, which will be needed to realize the Department's objectives.

B. PROPOSED WORK PLAN

- 1) For each of the six services: Access to Services; Utilization Management System; Claims Processing and Payment; Data Collection and Management Information Services; Public Information, Consultative, Training and Evaluation Services; and Special Project/New Initiatives the offeror shall:

- a) Specifically describe your organization's proposal, or any services you plan to subcontract, in order to implement the technical requirements as listed below. Please identify areas where you have capabilities currently in place and capabilities to be developed in order to be responsive to the technical requirements. Identify any of the services you propose to subcontract:

1. Scope of Work- Access to Services

Providers Enrollment into the PMHS
Business Access Number
Referrals for Services
Determination of Eligibility for Services

2. Scope of Work –Utilization Management System

Authorizations
Audits
Complaints, Grievances, and Appeals

3. Scope of Work – Processing and Payment

Claims Processing

4. Scope of Work -Data Collection and Management Information Services

System Requirements
System Maintenance Requirements
Data Collection
Management Information Services
Reports to be Available

5. Scope of Work - Public Information, Consultative, Training, and Evaluation Services

Public Information
Consultative
Training
Evaluation Services

6. Scope of Work -Special Projects/New Initiatives

Outcome Measurement System (OMS) Requirements
DORS System Integration
Maryland Ticket to Work Program
Legal History Data Integration
1915c Psychiatric Residential Treatment Facility Waiver (PRTF)

2. TRANSITION : The Offeror shall provide:

1. A detailed implementation plan that clearly demonstrates the offeror's ability to meet the State's requirements to have a fully functioning program in place and operational on July 1, 2009. The plan should include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks. The implementation plan should be specific about requirements for information transfer as well as any services or assistance required from the State during implementation. The implementation plan should identify those individuals, by area of expertise, responsible for key implementation activities. A detailed organization chart as well as resumes should be included. Describe timelines and activities needed to ensure orderly transition and full operation by the contract start date; and
2. Plans for transition at the end of the contract to the new vendor.

C. CORPORATE QUALIFICATIONS

a. Experience/Organization: The offeror shall:

1. Describe its experience as an administrative services organization (ASO), and the experience of any proposed subcontractors for the delivery and management of mental health services for the public mental health system including Medicaid

reimbursement, Medicaid waivers, and management of state and federal funds, in order to perform the functions identified in this proposal for:

- A. Access to Services
- B. Utilization Management
- C. Claims Processing and Payment
- D. Data Collection and Management Information Services
- E. Public Information, Consultative, Training and Evaluation Services
- F. Special Projects/New Initiatives

b. Licensing/Certification of Organization: The offeror shall:

Provide a list of operating licenses for its organization granted by the State and or any Federal Governmental Agency; e.g., certification as Private Review Agent (PRA) or recognition by the Secretary of Health and Human Services as Peer Review Organization (PRO) or a PRO-like entity;

c. References: The offeror shall:

1. Identify all mental health customers, organizations, and/or groups for whom services similar to those set forth in this RFP have been provided;
2. Identify all mental health customers, organizations, and/or groups served in the last 4 years and describe the services that have been provided;
3. Identify the organization's three largest public customers, giving the number of covered lives managed and, for each customer, identify a person whom the State may contact for an evaluation of the organization's performance;
4. Identify any customers who have terminated services with the organization in the last three years, indicating the reason for terminating the services and, for each customer, identify a person whom the State may contact to discuss the organization's performance;
5. Submit documentation, based on combined administrative and claims receipts, of the total dollar volume of mental health services business written by the offeror during the most recent fiscal year and the percentage of the dollar volume that was administrative only;
6. Detail both the current capacity of the processing system and the ability of the current system or a new system to handle the volume increase as a result of processing for the PMHS;
7. Detail how many times was the system down for more than one hour? Are the network and/or mainframe processing support fully dedicated to your organization's operations or is it shared with other organizations?
8. Detail the current claims processing capacity of the organization's system. Describe how claims history files are maintained;

d. Corporate Organizational Chart: The offeror shall:

1. Describe its organizational structure and history, including:

- a) A list of all separate legal entities and their relationship with the structure;
- b) A list of all major owners (10% or greater ownership) and their percentage of total ownership;
- c) A description of how long the organization has been operational and how long the current ownership has been in place;
- d) Description of any changes in ownership that are anticipated to occur within the next 2 years and/or have occurred within the last 2 years;
- e) A description of any current ownership interest the offeror has in any facility or provider of somatic or mental health services, describing the relationship and attaching the audited financial statements for the last 2 fiscal years for the facility or the provider of mental health;
- f) Describe the supplemental support, consultation, and technical assistance to be provided through corporate offices during the course of this contract, including type, nature and extent of the support, consultation, and technical assistance throughout the life of this contract.

e. Evidence of Fiscal Integrity:

The offeror must include in their proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include, but are not limited to one or more of the following:

- a. Dunn and Bradstreet Rating
- b. Standard and Poor's Rating
- c. Recently audited (or best available) financial statements
- d. Lines of credit
- e. Evidence of a successful financial track record
- f. Evidence of adequate working capital

In addition, the offeror shall:

- 1. Submit audited financial statements and annual reports for the last 3 years;
- 2. Submit copies of the last three SAS 70 audits external reviews of the claims system;
- 3. Describe the offeror's liability insurance coverage:
 - a. Identifying the organization's insurance carrier(s) for the last 5 years;

- b. Describing any claims made under any liability policy for the last 5 years and any payments made;
- c. Noting any policies cancelled in the last 3 years and explaining the reason for the cancellation;

f. Legal Action Summary:

The offeror must include a Legal Summary in their technical proposal. This summary must include:

- 1. A statement as to whether there are any outstanding legal actions or potential claims against the offeror and a brief description of any action;
- 2. A brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years;
- 3. A description of any judgments against the offeror within the past five (5) years, including the case name, case number, and what the final ruling or determination was from the court; and
- 4. In instances where litigation is ongoing and the offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

g. Conflict of Interest: The offeror shall:

- 1. Describe the structures, consistent with MHA requirements, that the offeror would implement to avoid conflict of interest, the appearance of conflict of interest, or the appearance of impropriety with any of its staff providing services in the PMHS and attach any existing policies or procedures it has on conflict of interest;
- 2. Describe in detail any financial relationship it has with any provider of somatic or mental health services to Maryland Medicaid recipients, or such provider entity, or that a provider has with it;
- 3. Describe in detail any financial relationship it has with any MCO that serves the Maryland Medicaid population, or any financial relationship the MCO has with it, and the structure it will implement to avoid conflict of interest, the appearance of conflict of interest, or the appearance of impropriety;
- 4. Describe in detail the policies, procedures, and protocols which will govern the offeror in performing the services in this RFP, when the services will involve any provider/provider entity or MCO with which it is affiliated or in which it has financial interest in the ASO, in order to avoid conflict of interest, the appearance of conflict of interest, or the appearance of impropriety; and
- 5. Submit any policies, procedures and protocols which the offeror has used when

performing services similar to those requested in the RFP when the services involved any provider/provider entity or MCO with which it was affiliated or in which it had a financial interest. Describe any changes the offeror believes is warranted after the use of such policies, procedures and protocols. Identify any customers for whom the offeror developed and used such policies, procedures, and protocols.

h. Past State Experience: The offeror shall:

As part of its offer, each offeror shall provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (5) years. For each identified contract the offeror is to provide:

1. The State contracting entity
2. A brief description of the services/goods provided
3. The dollar value of the contract
4. The term of the contract
5. The State employee contact person (name, title, telephone number and if possible e-mail address)
6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

D. EXPERIENCE OF PROPOSED STAFF

a) Resumes/Qualifications:

Describe the qualifications of key staff the offeror will employ or hire as contractual employees to provide the service and its proposed staff organizational chart with the number of employees to be assigned to the different responsibilities under this contract and their qualifications, and whether the staff will work exclusively on the service for the State, or what percentage of time will be allotted to State contract. Include the name, title and resume of the person with overall responsibility for planning, supervising, and performing the requirements under the contract, including what other duties this individual has, and the percentage of this person's time that will be devoted to the contract. See Staffing Requirements of the ASO – Part I, Section 5.0.

b) Organizational Structure:

Explain its organizational structure and plan for implementing the six services.

c) Licensing/Certification of Individuals

Provide the license or certification of all individuals identified in the staffing requirements of the ASO and any corporate staff that will assist in the transition.

d) Subcontracting: The offeror shall:

1. Describe how and where it will subcontract for any or a part of the identified six services, identifying the subcontractor subject to the exceptions set forth in the

2. Provide a summary of the subcontractor's experience and references as it relates to any of the six services that will be subcontracted.

E. ECONOMIC BENEFITS TO THE STATE OF MARYLAND

Offerors shall submit with their proposals narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performances of the contract. Proposals will be evaluated to assess the benefit to Maryland's economy.

- 1) The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland contractors, suppliers and joint venture partners. Be specific as possible without divulging your cost to the State. Provide a breakdown of expenditures in this category using percentages only.
- 2) The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the offeror has committed at both prime and if applicable, subcontract levels.
- 3) Tax revenues to be generated for Maryland and its political subdivision as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenue resulting from this contract.
- 4) Subcontract dollars (without divulging your cost) committed to Maryland small businesses and MBEs; and
- 5) Other benefits to the Maryland economy that the offeror promises will result from awarding the contract to the offeror. Describe the benefit(s), its value to the Maryland economy and how it will result from the contract award.

2.2 Summary of items to be completed and submitted with Technical Proposal

- 1) Bid/Proposal Affidavit
State procurement regulations require that each proposal submitted by an offeror include a Bid/Proposal Affidavit. A copy of this Affidavit is included as **Appendix C** of Part VI of this RFP.
- 2) References
- 3) Organizational Chart
- 4) Proof of License or Certification of Organization and/or Staff
- 5) Fiscal Integrity Documentation
- 6) Legal Action Summary

- 7) *MBE Utilization and Fair Solicitation Affidavit* (**MBE Attachment A**, Appendix G) and MBE Participation Schedule (**MBE Attachment B**, Appendix G) in a sealed envelope
- 8) Past State Experience
- 9) Living Wage Affidavit of Agreement (Appendix F)
* * * * *

NOTE: If an offeror fails to submit MBE Attachment A and MBE Attachment B at the time of submittal of the offer as required, the Procurement Officer will deem the offer not reasonably susceptible of being selected for award of contract.
* * * * *

- 10) Confidentiality Statement w/justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).
- 11) All other required appendices and/or affidavits required.

3.0 Volume II: FINANCIAL PROPOSAL

3.1 Format

Offerors shall enter all price information on **Appendix A** : "Financial Proposal Sheet" and submit it under separate sealed cover as described in Part II, Section 1.1 above.

3.2 Summary of items to be completed and submitted with the Financial Proposal

- 1.) Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).

PART III

EVALUATION AND SELECTION PROCEDURE

1.0 Evaluation Committee

A committee will conduct the evaluation of proposals. Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any minimum requirements set forth in the Key Information Summary and Part I, section 1.0, and if the required MBE documentation is included. **Offerors that do not submit a properly completed and signed *MBE Utilization and Fair Solicitation Affidavit*, (MBE Attachment A, Appendix G) and *MBE Participation Schedule* (MBE Attachment B, Appendix G) in a separately sealed envelope with their technical proposal will be found not reasonably susceptible for award.** Proposals that do not meet the minimum requirements, or are otherwise found not reasonably susceptible for award will not be considered further and the financial proposal will be returned unopened. During the evaluation process, the committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.1 below.

The financial proposals will not be distributed to the committee until the technical evaluation is completed. Alternatively, a separate committee may be established to evaluate financial proposals concurrently with the committee that is evaluating the technical proposals. In this case, the separate committees may have no contact with each other until the time that both committees have completed their assigned tasks.

1.1 Evaluation Criteria

The evaluation criteria set forth below are arranged in descending order of importance. (1 is more important than 2 and 2 is more important than 3, etc.).

a) Work Plan (See Part II, Section 2.1, Subsection B, (1-2))

1. Extent to which offeror has given a definitive description of the proposed plan to meet the requirement of the RFP (Work Plan).
2. Extent to which the specific methodology and techniques to be used by the offeror in providing the required services as outlined in the "Scope of Work" Section of the RFP are included.
3. Is the work plan reasonable to achieve the Department's goals, objectives and requirements?

b) Experience of Proposed Staff (See Part II, Section 2.1, Subsection D (a-d))

Extent to which offeror has described in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the work plan.

c) Corporate Qualifications (See Part II, Section 2.1, Subsection C (a-h))

1. To what extent has the offeror described the overall capabilities of the organization to meet the requirements of the RFP.
2. Is the organizational structure of the offeror well-suited to the provision of services under the RFP?
3. Does the offeror have a demonstrated history of fiscal and legal integrity?
4. To what extent do the offeror's references support the information provided in their proposal?

d) Statement of the Problem (See Part II, Section 2.1, Subsection A)

Extent to which the proposal demonstrates an understanding of the objectives to accomplish the work needed to meet the requirements of the RFP, reasonableness of solutions, and details of how important aspects of the RFP will be managed by the offeror.

e) Economic Benefits to the State of Maryland (See Part II, Section 2.1, Subsection E)

Extent to which the proposal demonstrates economic benefits to the State of Maryland as described in the RFP.

1.2 Evaluation Process

The Procurement Officer will first determine if all minimum requirements as specified in the RFP, if any, have been met, including submission of a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) and the MBE Participation Schedule (MBE Attachment B) in cases where a subcontracting goal has been established. Any technical proposal that does not include a completed *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A) and MBE Participation Schedule (MBE Attachment B) will be determined "not reasonably susceptible for award of contract." Any offeror who does not meet minimum requirements will be declared "not responsible." If either determination is made at this point the offeror's proposal will be returned without opening the financial portion. The committee will then evaluate each technical proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified or potentially qualified offerors (see Section 1.3 below). Only those offerors whose technical proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified offerors." Accordingly, if the committee, with the concurrence of the Procurement Officer, determines at any time that an offeror is not reasonably susceptible of being selected for award, or the Procurement Officer determines an offeror not to be responsible, that offeror will be notified and the financial

proposal returned unopened if possible.

Following the completion of the technical evaluation of all offerors, including any discussions, the committee will rank each qualified offeror's technical proposal. Unless there is a separate evaluation team to review financial proposals, the financial proposal of each qualified offeror will then be distributed to the committee. The committee may enter into discussions concerning the qualified proposals. Unless already evaluated by the financial team, at this point the committee will rank each offeror's financial proposal from lowest to highest cost to the State. Then, if it is determined to be in the best interest of the State, the Procurement Officer may invite offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer (See Part III, Section 1.4).

The committee will recommend the offeror whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the RFP. In the case of multiple awards the next advantageous, and the next after that up to the number stated in Part I, Section 1.0, will also be recommended. In arriving at this recommendation, the technical proposal will be afforded "more" weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award.

As permitted by COMAR 21.05.03.03A(6), the Procurement Officer and agency head may accept or decline any or all recommendations from the committee. Nevertheless, in each case, the criteria set forth in Part III, Section 1.1 will govern decisions.

The Department will notify all offerors of the outcome of the solicitation. If an MBE subcontracting goal was established for this solicitation, the notification will include instructions and the deadline for the recommended offeror to submit the remaining MBE documentation: *Outreach Efforts Compliance Statement (MBE Attachment C)* and *MBE Subcontractor Project Participation Statement (MBE Attachment D)*. Once all contract approvals have been obtained, notice of award of the contract will be published by the DHMH in the Maryland eMM and DHMH websites.

1.3 Discussions

The Evaluation Committee may enter into discussions with qualified or potentially qualified offerors as set forth in COMAR 21.05.03.03.C. Discussions, however, need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the committee or other State representatives concerning either or both their technical or financial proposals. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the offerors and conducted by mail, e-mail, or facsimile transmission at the discretion of the Department.

1.4 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified offerors to revise either their initial technical or initial financial proposal or both initial proposals by submitting a Best And Final Offer (BAFO). The Procurement Officer shall notify each qualified offeror of the scope of the requested BAFO, and shall establish a date and time for the offeror's submission. The Procurement Officer may require more than one series of discussions and BAFOs for either or both proposals if the agency head or designee makes a determination that it is

in the State's best interest to conduct additional discussions or change the Department's requirements and require another submission of a BAFO. If more than one BAFO is requested, an offeror's immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

1.5 Debriefing of Unsuccessful Offerors

Unsuccessful offerors shall be debriefed upon their written request to the Procurement Officer. The Department shall honor requests for debriefings at the earliest permissible time.

1.6 Protests

The State of Maryland provides formal procedures for any offeror to protest the award, or the proposed award, of a contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

PART IV

GENERAL INFORMATION AND INSTRUCTIONS

1.0 PROPOSAL INFORMATION

1.1 Pre-proposal Conference (See Key Information Summary Sheet for location, time, etc.)

While attendance at the pre-proposal conference is not mandatory, the information presented may be informative. All interested offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

In order for the Department to prepare for this conference, prospective attendees are requested to telephone Fiona Ewan at (410) 402-8432 no later than December 5, 2008, by 2:00 p.m. local time to provide notice of the anticipated number of individuals who will attend, as well as to provide an acknowledgement of receipt of the RFP.

Any individual interested in attending the pre-proposal conference who is in need of an accommodation due to his/her disability should contact the Issuing Office a minimum of five working days prior to the conference to request the necessary accommodation.

1.2 Questions and Inquiries

Questions may be submitted in writing to the Issuing Office Point of Contact in advance of the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additionally, questions, both oral and written, will be accepted from the prospective offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal.

Subsequent to the pre-proposal conference, the Issuing Office will accept written questions until there is insufficient time for a response to impact on a proposal submission. Questions that have not been previously answered and that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being distributed to all persons known by the Issuing Office to have obtained the RFP.

Should a potential offeror identify alleged ambiguities in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential offeror must request clarification from the Procurement Officer prior to the proposal due date. Failure to do so may prevent consideration of a future protest. (see COMAR 21.10.02.03).

1.3 RFP Revisions

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. Acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all persons receiving the RFP. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the

contents of the addenda.

1.4 Confidentiality of Proposals

The copy marked "PIA" of any proposal submitted in response to this RFP must identify all parts of the technical and financial proposal that the offeror deems to contain trade secrets or information of a confidential and/or proprietary nature. (see Part II, Section 1.1, A). This copy must also include a statement by the offeror regarding the rationale for the parts so identified. Compliance with this requirement is set forth in Part IV, Section 2.11, #2. Note that a blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

1.5 Duration of Offer

A proposal submitted in response to this solicitation is binding upon the offeror and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for or receipt of a best and final offer, if any. This period may be extended by written mutual agreement between the offeror and the State.

1.6 Modifications or Withdrawals

Proposals may be modified or withdrawn by written notice to the Issuing Office prior to the closing date/deadline for receiving proposals. A facsimile transmission or telegram is also acceptable for this purpose; however, offerors are advised to document the exact date/time of transmission. A printed fax confirmation sheet is sufficient or, in the case of a telegram, a written confirmation from the telegraph office showing the date/time that the original message was received from the offeror at the telegraph office.

1.7 Late Actions

A proposal, request to withdraw a proposal, or a modification to a proposal is late, if the Issuing Office does not receive it by the closing date and time at the place designated for receipt of proposals (See Key Information Summary Sheet). A late proposal, late request for withdrawal, or late modification will not be considered, except under the following circumstances:

- A. When a late proposal is received before contract award and the proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or by the action or inaction of their employees.
- B. A late modification of a successful proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted at the sole discretion of the State. (See COMAR 21.05.02.10)

1.8 Rights of Procurement Officer

The Procurement Officer reserves the right to cancel this RFP, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) offerors in an effort to serve the best interests of the State of Maryland.

1.9 Incurred expenses

The State of Maryland is not responsible for any expenses incurred by the offeror in preparing and submitting a proposal in response to this RFP.

1.10 Multiple Proposals

An offeror may not submit multiple proposals in response to this solicitation.

1.11 Alternate Proposals

An offeror may not submit an alternate proposal in response to this RFP.

Accordingly, if there is any item, including any of the standard contract provisions (See Part IV, Section 2.11 below), with which the offeror cannot or will not comply, any exception(s) must be clearly noted and explained. Offerors are warned, however, that exception(s) may be unacceptable to the Department and may cause an offeror to be deemed not responsible or not reasonably susceptible of being selected for award.

1.12 Corporate Registration/Verification of Tax Payment

All corporations doing business in Maryland are required by law to be registered with the State of Maryland's, Department of Assessments and Taxation, and Department of Labor, Licensing and Regulation. Corporations that are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent. Further, both corporations and individuals must verify that they carry no tax liability by contacting the Comptroller's Office.

The successful offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the contractor and all subcontractors shall meet these requirements for the duration of the contract.

Any potential offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential offerors and subcontractors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an offeror's proposal being deemed unacceptable.

1.13 Delivery/Handling of Proposals

Offerors may either mail or hand-deliver proposals. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See Part VI, **Appendix B**, "Standard Addendum for the Means of Delivering Bids and Proposals.")

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. After the established due date, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons, deemed by the Department to have a legitimate interest in them.

1.14 Federal Funding Acknowledgement

The contract awarded as a result of this RFP is underwritten with Federal funds. The total amount of federal funds allocated for the Maryland Department of Health and Mental Hygiene, Mental Hygiene Administration is \$271,729,835 in Maryland State fiscal year 2009. This represents 42% of all funds budgeted for State of Maryland fiscal year 2009 in the program. This does not necessarily represent the amount of funding available for any particular grant, contract, or Request for Proposals.

The source of the Federal funds to be allocated under the contract resulting from this RFP is Title XIX - Medicaid. The CFDA number is 93.778. The general conditions that apply to all Federal funds awarded by the Department are contained in **Appendix H**, "A Summary of Certain Federal Fund Requirements and Restrictions."

1.15 MBE Requirements

A. Subcontracting Participation Goal

A Minority Business Enterprise (MBE) subcontract participation goal of an amount not less than **15%** of the total dollar value of the contract has been established for this procurement. By submitting a response to this solicitation, the offeror agrees that one or more Maryland Department of Transportation (MDOT) certified MBEs will perform this percentage of the dollar value of the contract. That is, a prime contractor including an MBE prime contractor or a prime contractor comprising a joint venture that includes MBE partner(s)— must accomplish an amount of work not less than the MBE subcontract goal with certified Maryland MBE subcontractors. In the event that two or more offers are determined by the Procurement Officer to be equal, the Department of Health and Mental Hygiene may award a contract to the offeror whose proposal reflects the highest percentage of certified MBE participation.

By submitting a response to this solicitation, the offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified. That is, a prime contractor — including an MBE prime contractor or a prime contractor comprising a joint venture that includes MBE partner(s)— must accomplish an amount of work not less than the MBE subcontract goals with certified MBE subcontractors as specified. In the event that two or more offers are determined by the Procurement Officer to be equal, The Department of Health and Mental Hygiene may award a contract to the offeror whose proposal reflects the highest percentage of certified MBE participation.

B. MBE Subcontracting Provisions

If this procurement contains MBE subcontracted participation goals, bidders or offerors, including those bidders or offerors that are certified Maryland MBEs, shall:

- (a) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
- (b) Solicit certified MBEs in writing at least 10 days before bids or proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
- (c) Attempt to make personal contact with the certified MBEs solicited and to document these attempts;
- (d) Assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and
- (e) Attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.

C. Proposal/Contract Submission Requirements – MBE Participation Documentation

1.) *MBE Utilization and Fair Solicitation Affidavit* (MBE Attachment A)

The following document shall be considered as part of the contract and shall be furnished by the offeror along with the MBE Participation Schedule (Attachment B) in a sealed envelope during the time of submission. The offeror shall submit a completed *MBE Utilization and Fair Solicitation Affidavit* (see Appendix G, MBE Attachment A), whereby the offeror acknowledges the MBE participation goal and commits to make a good faith effort to achieve it, and affirms that in the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors, and that the solicitation process was conducted in such a manner so as to not otherwise place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors. Offerors must select either box 1b on the Affidavit, reflecting an intention to make a good faith effort to meet the goal, or box 1c on the Affidavit, reflecting an expectation that the goal will be partially, or not at all, met and that a waiver will be requested.

2.) *MBE Participation Schedule* (MBE Attachment B)

The following document shall be considered as part of the contract and shall be furnished by the offeror along with the MBE Utilization and Fair Solicitation Affidavit (Attachment A) in a sealed envelope during the time of submission. The offeror shall submit a completed *MBE Participation Schedule* (see Appendix G, MBE Attachment B) of MDOT certified Minority Business Enterprises whereby the offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission and naming each proposed certified MBE who will participate in the project and describing the contract items to be performed or furnished by the MBE. The offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the *MBE Participation Schedule*. This Attachment must always accompany the financial proposal. If Box 1b of the Affidavit (MBE Attachment A) is selected, Part 1 and Part 2 of this Attachment B must be fully completed as set forth herein. If Box 1c is selected, Part 1 of this Attachment B must be completed and Part 2 must include any MBE subcontractors that will partially complete the goal, or, if a total waiver is to be requested, the information in Part 2 may be blank. **Note, Attachment B must be submitted regardless of which option (b or c) is selected in section 1 of the Affidavit (MBE Attachment A).**



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ATTENTION: If an offeror fails to submit properly completed MBE Attachment A and MBE Attachment B at the time of submittal of the offer as required, the Procurement Officer will deem the offer not reasonably susceptible of being selected for award of contract.

3.) Other Documentation

Within 10 working days from notification that it is the apparent successful offeror, or from the date of award, whichever is earlier, (COMAR 21.11.03.10.B), the apparent successful offeror must submit to the Department of Health and Mental Hygiene's Procurement Officer:

- a.) A completed *Outreach Efforts Compliance Statement* (see Appendix G, MBE Attachment C), signed by the offeror, which shall be considered as part of the contract. It shall include:
 - (i) A listing of specific work categories identified by the offeror in which there are subcontracting opportunities,
 - (ii) Copies of written solicitations used to solicit certified MBEs for these subcontracting opportunities,
 - (iii) A description of the offeror's attempts to personally contact the solicited MBEs, and
 - (iv) A description of offeror's efforts to fulfill or seek waiver of bonding requirements, if bonding required.
- (b.) A completed *Subcontractor Project Participation Statement* (see Appendix G, MBE

Attachment D). This statement must be consistent with the information included on the *MBE Participation Schedule (MBE Attachment B)*, unless any changes in MBE subcontractors have been submitted to and approved by the Department. The *Subcontractor Project Participation Statement*, which shall be considered to be part of the contract, shall be signed by both the offeror and each MBE listed and shall include:

- (i) A statement of intent to enter into a contract between the prime contractor and each subcontractor if a contract is executed between the Department of Health and Mental Hygiene and the prime contractor, and
 - (ii) The amount and type of bonds required of MBE subcontractors, if any.
- (c.) Any other documentation considered appropriate by the Department of Health and Mental Hygiene to ascertain offeror responsibility in connection with the contract MBE participation goal.

ATTENTION: If the apparent awardee fails to return each completed document within the required time, and in compliance with the requirements of this section B.2, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4.) MBE Participation Waiver

If the apparent successful offeror is unable to achieve the contract goal for certified MBE participation, the offeror must submit instead of, or in conjunction with an *MBE Subcontractor Project Participation Statement*, a written request for a waiver with justification, to include the following:

- (a) A detailed statement of the efforts made to select portions of the proposed work to be performed by the certified MBE's in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs including the names, addresses, dates, and telephone numbers of the certified MBEs contacted and a description of the information provided to the certified MBEs regarding plans, specifications, and anticipated time schedules for portions of the work to be performed;
- (c) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful offeror considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) In the event certified minority subcontractors are found to be unavailable, a signed and notarized *MBE Statement of Unavailability (MBE Attachment E)* must be prepared by the apparent successful offeror, including the names, addresses, dates, and telephone numbers of the certified MBEs contacted, and the reason each MBE is unavailable. A waiver of a certified MBE contract goal shall be granted only upon

reasonable demonstration by the apparent successful offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the Secretary or designee determines that a waiver serves the public interest. The Code of Maryland Regulation citation ((COMAR 21.11.03.11) governing the MBE waiver is included as *MBE Attachment F*.

C. MBE Compliance

The Department will ensure ongoing compliance with subcontracting requirements by way of periodic reviews conducted by the Department and periodic reporting by both the prime contractor and certified MBE subcontractor(s). To this end the contractor shall:

- 1.) Submit monthly to the Department as noted below a *Prime Contractor Unpaid MBE Invoice Report (MBE Attachment G)* listing any unpaid invoices, over 30 days old, received from any certified MBE contractor, the amount of each invoice and the reason payment has not been made;
- 2.) Include in its agreement with certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department, a *Subcontractor Payment Report (MBE Attachment H)* that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices;

Attention: One copy of each report noted above, is to be submitted monthly to the Department's Contract Monitor identified in this PART III of this solicitation and to the Office of Community Relations, 5th floor, 201 West Preston Street, Baltimore, MD 21201 (410) 767-6600.

- 3.) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of the work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the Procurement Officer on request;
- 4.) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract; and
- 5.) At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Upon determining the contractor's non-compliance, the Department shall notify the contractor in writing of its findings and shall specify what corrective actions are required. The contractor shall be required to

initiate the corrective actions within 10 days and complete them within the time specified by the Department. If the Department determines that substantial noncompliance with MBE contract provisions exists and that the prime contractor refuses or fails to take corrective action required by the Department, then the following sanctions may be invoked:

- 1.) Withholding payment;
 - 2.) Termination of the contract;
 - 3.) Suspension of the right of the contractor to participate in any future contracts;
 - 4.) Referral to the Office of the Attorney General for appropriate action;
 - 5.) Initiation of any other specific remedy identified by the Contract; and
 - 6.) Any other compliance mechanism authorized in COMAR 21.11.03. or available at law.
- D. If the Department determines that the contractor has not complied with the certified MBE subcontractor participation goal, and has not obtained a waiver (See Appendix G, MBE Attachment F), the Procurement Officer, upon review by the Office of the Attorney General, may determine the contractor to be in breach of contract. The reasons for this action shall be specified in writing and mailed or delivered to the contractor.

E. All questions related to MBE certification must be directed to:

Maryland Department of Transportation
Office of Minority Business Enterprise/Equal Opportunity
P.O. Box 8755
BWI Airport
Baltimore, Maryland 21240
Telephone: (410) 865-1269

2.0 CONTRACT INFORMATION

2.1 Duration of Contract

The contract(s) resulting from this RFP shall be for a period as stated on the Key Information Summary Sheet.

If the contract does not commence on the date stated, the contract shall be effective for 120 calendar days from the actual commencement date.

2.2 Invoicing/Payment/Retainage/Withholding

A. Invoicing

The successful vendor may bill the Department monthly.

For each monthly invoice, the vendor must identify separately the amount associated with administering the 1915c Psychiatric Residential Treatment Facility Waiver (PRTF). The vendor shall maintain sufficient documentation (timesheets, invoices, reports) to substantiate the amounts billed monthly for PRTF.

Invoices must be addressed to:

Randy Price
Director of Fiscal Services
Mental Hygiene Administration
Spring Grove Hospital Center
55 Wade Avenue – Dix Building
Catonsville, MD 21228

With one copy of the invoice, marked “copy” submitted to:

Lissa Abrams
Deputy Director/Contract Monitor
Mental Hygiene Administration
Spring Grove Hospital Center
55 Wade Avenue – Dix Building
Catonsville, MD 21228

All invoices must (at a minimum) be signed and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned contract control number and ADPICS number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

B. Payment

At the commencement of the contract, and upon receipt of an invoice, MHA will make an initial payment representing one month of the first annual amount of the Administrative Compensation under the contract. This initial payment method, upon receipt of an invoice, will be repeated at the beginning of the second month of the contract. Thereafter, the contractor shall bill the Department monthly for the **previous** month's services with the invoice due no later than the 5th of the following month (e.g. service for the month of July will be billed on an invoice due no later than August 5th).

Electronic Funds Transfer (EFT) will be used to pay the Contractor for the contract resulting from this solicitation and any other State payments unless the State Comptroller's Office grants the Contractor an exemption. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for exemption.

The Department reserves the right to reduce or withhold contract payment in the event the contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the contractor otherwise materially breaches the terms and conditions of the contract until such time as the contractor brings itself into full compliance with the contract. Any action on the part of the Department, or

dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

C. Prompt Pay Requirements

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract Clause 47.

D. Funding for any contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

E. Retainage

During the last six (6) months of the contract, MHA may impose a 10% retainage to assure all contract deliverables are met.

2.3 Contract Type

The contract resulting from this RFP will be a Firm Fixed Price Contract as described in COMAR 21.06.03

2.4 Subcontracting

With prior written approval by the State, the successful offeror may subcontract certain elements of a contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful offeror shall be held fully responsible to the Department for the proper accomplishment of all elements of the contract.

All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

Subcontractors must meet the same mandatory requirements as the primary contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this contract.

2.5 Contract Document

Part V of this RFP will serve as the contract between the Department and the successful offeror for goods/services detailed in Part I of this RFP. All requirements, conditions, and stipulations contained therein shall prevail once all mandated approvals have been received and the Department of Health and Mental Hygiene and the successful vendor execute the contract.

2.6 Contract Affidavit

All offerors are advised that, if a contract is awarded as a result of this RFP, the successful offeror will be required to complete a Contract Affidavit as set forth in Appendix D. The Contract Affidavit must be submitted within ten (10) business days of being notified of being recommended for award.

2.7 Insurance Requirements

The successful offeror resulting from this RFP must show evidence of third party legal liability insurance for themselves and any subcontractor under the agreement covering claims arising from the operations and provided under this contract. These insurance coverages shall include the statutory limit for Workers' Compensation coverage; a minimum of \$500,000 aggregate for Commercial General Liability coverage; a minimum of \$100,000 for each Professional Liability or Malpractice coverage, if applicable; and automobile liability coverage, if applicable. All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the Department's Contract Monitor.

All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

Prior to commencing work on this contract, the Contractor shall provide the Department with a Certificate of Insurance for itself and any subcontractor under the agreement covering claims arising from the operations and provided under the contract. These insurance coverages shall include the following, as well as any insurance as necessary and required by the U.S. Longshoreman's and Harbor Worker' Compensation Act, the Federal Employers' Liability Act, and any other applicable statute:

- 1.) The statutory limit for Worker's Compensation coverage;
- 2.) Broad Form Comprehensive General Liability Insurance with a minimum bodily injury limit of \$300,000 for each person and \$500,000 aggregate for each;
- 3.) Professional Liability Insurance with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate for each occurrence; and
- 4.) Automobile Liability, if applicable.

All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the Department's Contract Monitor. All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted).

All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented, including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

2.8 Amendments

Any amendment to this contract must first be agreed to in writing by both parties and approved by the Procurement Officer, or other authorized officer of the Department, subject to any additional approvals as may be required by State law. No amendment to this contract shall be binding unless so approved.

2.9 Substitution of Personnel

All personnel described in the contractor's proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the Department's Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Department's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Director of Operations, and determine whether a substitution is required.

The contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Contract Monitor. To replace any personnel specified in the contractor's proposal, the contractor shall submit the resumes of the proposed substitute personnel to the Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

2.10 Reciprocal Preferences

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

2.11 Standard Contract Clauses

All vendors should thoroughly review the following mandatory contract clauses. Upon contract award, the successful offeror will be required to fully abide by these provisions in addition to the actual delivery of services as detailed in Part I of this RFP.

Both parties agree that the following standard contract provisions are hereby incorporated into and made an integral part of this RFP and resulting contract(s), if any.

1. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

2. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why the identified materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The justification in support of non-disclosure must accompany the PIA copy of the proposal. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

3. APPROVALS

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

4. MULTI-YEAR CONTRACTS

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Department's rights or the Contractor's rights under any other termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the Department from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

5. MODIFICATION OF CONTRACT - GENERAL

This contract may be amended as the Department and the Contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, Department of Budget and Management and, in certain cases, the Board of Public Works). No amendment may change significantly the scope of the original solicitation or, if none, the original contract. An amendment to this contract does not alter the other

terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.

6. MODIFICATION OF CONTRACT - SALARY INCREASES AND EMERGENCIES

Subject to the approval of the Department of Budget and Management, the Department shall have the ability to supplement this contract for:

- A. Increases in salaries without consequent increases in deliverables if the increase in salaries results from increases in specific appropriations for that purpose, or
- B. unanticipated emergencies impairing the ability of the provider, through no fault of its own, to perform as per this contract.

7. NON - HIRING OF STATE EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as an official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

8. CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 et seq.

9. DISPUTES

This contract shall be subject to the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. In accordance with the requirement of COMAR 21.10.04.02 the Contractor must file a written notice of a claim with the procurement officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decisions.

10. MARYLAND LAW PREVAILS

The Provisions of this contract shall be governed by the laws of the State of Maryland.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees

and applicants for employment, notices setting forth the substance of this clause.

12. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

13. TERMINATION FOR DEFAULT

The rights and remedies of the State under the contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the contract for any breach of the contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the contract for the same breach or any other breach of the contract.

If the contractor fails to properly perform its obligations under the contract, the State may correct any deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the State's property. The Department shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Department can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the performance of work under this contract in accordance with this clause, in whole, or from time to time in part, whenever the Department shall determine that the termination is in the best interest of the State. The Department will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

15. TAX EXEMPTIONS

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

16. ARREARAGES

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified; and
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee

benefits, and that it shall not become so in arrears during the term of this Contract if selected for contract award.

17. NON-ASSIGNMENT

The Contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or sub-contract all or any part of the contract without the prior written consent of the Procurement Officer. However, the contractor may assign monies receivable under a contract after due notice to the Department's contract monitor.

18. DOCUMENTS RETENTION AND INSPECTION CLAUSE - OTHER THAN RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

19. DOCUMENTS RETENTION AND INSPECTION CLAUSE - RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements of Clause 18, above:

A. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and

B. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

20. INDEMNITY (HOLD HARMLESS) CLAUSE

A. Definitions:

For the purpose of this clause only, the following terms have the meanings indicated:

- (1) "Contractor" means the Contractor, its officers, employees, agents, and representatives.
- (2) "State" means the State, its departments, agencies, officials, officers, and employees.
- (3) "Subcontractor" means any sub-contractor of the contractor, its officers, employees, agents, and representatives.

B. Indemnification by Contractors

The contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine, or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the contractor, or its subcontractor(s), to comply with the terms of this agreement (or any

part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The contractor further agrees to indemnify the State for damage, loss, or destruction of State property in the contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

C. Liability of the State

State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph.

The State has no obligation to provide legal counsel or legal defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or the settlement of any claims made against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

D. Notice of Cooperation in Litigation

The Contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to the Contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's obligations under this contract.

21. COST AND PRICE CERTIFICATION

A. The Contractor shall submit cost or price information and shall certify that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

22. PAYMENT OF STATE OBLIGATIONS AND INTEREST

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. Section 15-104 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.
- C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:
- (1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
 - (2) The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
 - (3) The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
 - (4) The proper invoice has been received by the party or unit of government specified in the contract.
 - (5) The invoice is not in dispute.
 - (6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.
 - (7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.
- D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

23. INSPECTION OF PREMISES

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

24. INCORPORATION BY REFERENCE

All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful offerer except for any portions specifically excluded by contract. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally or in writing prior to the execution of the contract.

25. SPECIFICATIONS

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation.

26. DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. ANTI-BRIBERY

Potential contractors and contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

28. REGISTRATION

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 et seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

29. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. PATENTS, COPYRIGHTS, TRADE SECRETS & INDEMNIFICATION

If the contractor furnishes any design, device, material process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the contractor to obtain the necessary permission or license to use the item or items. The contractor hereby grants to the Department a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the contractor become, or in the contractor's opinion are likely to become, the subject of a claim of infringement, the contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the contractor obtains or uses for purposes of the contract (or any subcontracts) any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the contractor shall indemnify the State, DHMH, their officials, agents, and employees with respect to any claim, action, cost, or judgement for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this contract.

32. STATE CONTRACT PREVAILS

Whenever a Vendor/Contractor's Standard Contract is used along with this State's RFP document, including Section V of the RFP as the Contract document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

33. CHANGE ORDERS AND SUSPENSION OF WORK

Both parties agree that pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, § 13-218, 1) the State has the unilateral right to order in writing changes in the work within the scope of the contract; and 2) the procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as the procurement officer may determine to be appropriate for the convenience of the State.

34. RIGHTS IN DATA

Work produced as a result of this solicitation is and shall remain the sole property of the Department of Health & Mental Hygiene (DHMH).

The contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the contractor because of this contract shall, at any time during the term of the contract, be available to DHMH and shall become and remain the exclusive property of DHMH during and upon termination or completion of the services required to be performed under this contract.

DHMH shall have the right to use same without restriction and without compensation to the contractor other than that provided in this contract.

The contractor agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for DHMH, the contractor hereby

transfers and assigns to DHMH all of its rights, title and interest (including all intellectual property rights) to all products created under this contract, and will cooperate reasonably with DHMH in effectuating and registering any necessary assignments.

The contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this agreement.

The contractor shall not affix any restrictive markings upon any data and if markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore the markings.

35. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. PRE-EXISTING REGULATIONS

In accordance with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

37. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the Annotated Code of Maryland, Election Law Article, §§ 14-101—14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, or an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

38. COMPLIANCE WITH LAWS

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

39. PROHIBITION OF SEXUAL HARASSMENT

The Contractor shall operate under this agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved by DHMH, in all sub-contracts.

The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

40. COMMERCIAL NONDISCRIMINATION

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

41. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see **Appendix F** entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. The Offeror must identify in their Offer the location(s) from which services will be provided.

42. VARIATIONS IN ESTIMATED QUANTITIES

The contract anticipates that there will be 95,000 service recipients including 80,000 eligible MA recipients and 15,000 uninsured individuals. If the amount of eligible MA recipients together with non Medicaid recipients increases or decreases by ten percent (10%) an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred ten percent (110%) or below ninety percent (90%) of the estimated quantity of individuals that the ASO will serve.

43. FEDERAL DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) EXCLUSION REQUIREMENT

The Contractor agrees that it will comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by

DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this contract, and to notify OOE immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

44. COMPLIANCE WITH HIPAA AND STATE CONFIDENTIALITY LAW

- A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:
 - 1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 - 2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - 3. Otherwise providing good information management practices regarding all health information and medical records.
- B. If in connection with the procurement or at any time during the term of the contract, the Department determines that functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501.
- C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

45. COMPLIANCE WITH FEDERAL HIPAA AND STATE CONFIDENTIALITY LAW

- A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 3. Otherwise providing good information management practices regarding all health information and medical records.
- B. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in **Appendix K**. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
- C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

46. LIMITED ENGLISH PROFICIENCY

The contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Gov't Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

47. PROMPT PAYMENT DIRECTIVE – In accordance with the Directive by the Governor's Office of Minority Affairs dated August 1, 2008:

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.1. Not process further payments to the contractor until payment to the subcontractor is verified;
 - 1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

- 1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 1.5. Take other or further actions as appropriate to resolve the withheld payment.
2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 3.1. Affect the rights of the contracting parties under any other provision of law;
 - 3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 3.3. Result in liability against or prejudice the rights of the Agency.
4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise Program.
5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 5.1. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 5.2. This verification may include, as appropriate:
 - 5.2.1. Inspecting any relevant records of the contractor;
 - 5.2.2. Inspecting the jobsite; and
 - 5.2.3. Interviewing subcontractors and workers.
 - 5.2.4. Verification shall include a review of:
 - 5.2.4.1. The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - 5.3. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.

- 5.3.1. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- 5.4. If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - 5.4.1. Terminate the contract;
 - 5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or
 - 5.4.3. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- 5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

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PART V

CONTRACT

Upon recommendation for award the offeror will be instructed to complete, sign and date the pages of this section. In so doing, the offeror binds itself to all of the provisions, terms, and specifications contained in the contract.

- A. PARTIES TO THE CONTRACT -- Each party to this agreement represents and warrants to the other that it has the full right, power, and authority to execute this contract. The contractual agreement resulting from this RFP, DHMH/OPASS- _____, is by and between _____, hereinafter called the *Contractor* or the *Vendor*, and _____, a unit of the State of Maryland Department of Health and Mental Hygiene, hereinafter called the *State*, the *Department*, and/or *DHMH*.

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

- B. CONTRACT TERM AND PRICE-- The official commencement and termination dates of the original contract period and any options, and the total contract price including any options shall be:

Contract Term	Begin	End	Amount	NTE
Base Contract	_____	_____	\$ _____	_____
Option #1 (if any)	_____	_____	\$ _____	_____
Option #2 (if any)	_____	_____	\$ _____	_____
Total Amount of Options	\$ _____			

Total Potential Cost of Contract with Options \$ _____

- D. CONTRACT AND APPROVAL IDENTIFIERS -- Identifiers for this contract shall include, but not necessarily be limited to:

The Contract Number: DHMH/OPASS- _____
ADPICS Number: _____

EMaryland Market Place Contractor Registration Number*: _____

*Note: Contract will not be awarded without eMM registration number.

E. INCORPORATION BY REFERENCE

This contract, identified in Section D of this Part V consists of the RFP document DHMH/OPASS _____ Parts I through VI, including all Exhibits, Appendices and Addenda, and the successful offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the **CONTRACTOR**)

By: _____

(Signature)

Name(Typed)

Title(Typed)

Date

(Signatory for the **DEPARTMENT** shall be the Secretary or designee)

By: _____

OR DESIGNEE

(Signature)

Name(Typed)

Title(Typed)

Date of signing by Secretary or Designee

Approved as to form and Legal Sufficiency

This _____ day of _____ 20 _____

By: _____

Name (Typed)

PART VI

APPENDICES

FINANCIAL PROPOSAL

Organization: _____

Street Address _____

City, State, Zip Code _____

Phone Number: () _____ Fax Number () _____

Federal Tax Identification Number: _____

A) Cost For Contract Period:

July 1, 2009	-	June 30, 2010	\$	_____
July 1, 2010	-	June 30, 2011	\$	_____
July 1, 2011	-	June 30, 2012	\$	_____
July 1, 2012	-	June 30, 2013	\$	_____
July 1, 2013	-	June 30, 2014	\$	_____

B) Total Cost For Contract Period: \$ _____

C) Basis for Award from A1 \$ _____

Offeror Signature

Date

Offeror Name (Typed)

Title

FINANCIAL PROPOSAL BREAKDOWN

	Contract Cost	Contract Cost	Contract Cost	Contract Cost	Contract Cost	
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	Year 5	TOTAL Category Cost for Five Yrs
Whole Dollars	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	
<u>Support Service Category</u>						
1. Access to Services						
2. Utilization Management System						
3. Claims Processing and Payment						
4. Data Collection and Management Information Services						
5. Public Information, Consultative, Training, & Evaluation Services						
6. Special Projects/ New Initiatives						
Total Yearly Cost						
Total Contract Cost for 5 years (Basis of Award)						

*(Must equal Item C on Appendix A)

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
Standard Addendum for the Means of Delivering Bids or Proposals

Any bid or proposal due to any unit of the Maryland Department of Health and Mental Hygiene shall be delivered/transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its bid or offer not being received by the due time and date, which will result in the rejection of that bid or offer.

There are three acceptable means of delivering/transmitting a bid or offer:

1. The United States Postal Service;
2. Hand delivery by the bidder/offeror itself; and
3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

For U. S. Postal Service Deliveries

For U.S. Postal Service deliveries, any bid or proposal which has been received at the appropriate mailroom or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mailroom. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's bid box.

For Hand Deliveries by Vendors and Deliveries
By Commercial Courier Services

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated bid box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the bid/offer to the specified location and not to the Department's mailroom or loading dock. The bid/offer will not be deemed to have been received until it is placed in the designated bid box.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the bid box.

Identifying Information

All envelopes containing bids or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the Department contact person identified in the RFP or to the Office of Procurement and Support Services at (410) 767-5816.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in

violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement

Article of the Annotated Code of Maryland with regard to a public or private contract; or

- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State

Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a

copy of the statement required by §K(2)(b), above;

- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.003.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

Revised March 30, 2007

CONTRACT AFFIDAVIT**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [name of business]_____
 _____ and that I possess the legal authority to make this Affidavit on behalf of my self and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated_____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____

(Authorized Representative and Affiant)

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code:

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number:

--	--	--	--	--	--	--	--	--	--

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type: ☐ Checking ☐ Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. ☐ Initiate all disbursements via EFT to the above account.
2. ☐ Discontinue disbursements via EFT, effective _____
3. ☐ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.

B. The Living Wage Law does not apply to:

- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
- (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
- (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract determines that application of the Living Wage would

conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the DLLR website: <http://dllr.state.md.us/> and click on Living Wage.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- _____ Bidder/Offeror is a nonprofit organization
- _____ Bidder/Offeror is a public service company
- _____ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- _____ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- _____ All employee(s) proposed to work on the contract will spend less than one-half of the employee's time during every work week on the State contract;
- _____ All employee(s) proposed to work on the contract will be 17 years of age or younger during the duration of the contract; or
- _____ All employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized

Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

**MBE SUBCONTRACTING PARTICIPATION INSTRUCTIONS
MBE ATTACHMENTS A-H**

If this procurement contains MBE subcontract participation goals, offerors, including those offerors that are certified MBEs, shall:

- (a) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
- (b) Solicit certified MBEs in writing at least 10 days before proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
- (c) Attempt to make personal contact with the certified MBEs solicited and to document these attempts;
- (d) Assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and
- (e) Attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.

The MBE documentation which must be submitted is set out below.

- I. The offeror shall submit one original and two copies of a completed **Certified MBE Utilization and Fair Solicitation Affidavit (MBE Attachment A)**, signed by the offeror, which shall become part of the contract. Offerors shall select either box 1b or 1c to reflect their anticipated compliance or inability to comply with the established goal. Failure to include this Attachment A with the proposal shall result in a determination that the entire proposal is not reasonably susceptible for award of contract. NOTE: Attachment A and Attachment B shall be placed together in a separate envelope labeled "MBE Attachments".
- II. The offeror shall submit one original and two copies of a completed **MBE Participation Schedule (MBE Attachment B)**, signed by the offeror, which shall become part of the contract. Part I of Attachment B shall be completed regardless of the selection made on Attachment A. In the event box 1b or 1c is selected on Attachment A and a partial waiver is requested; Part II of Attachment B shall be completed. In the event box 1c is selected on Attachment A, and a full waiver is requested, Part II of Attachment B shall be left uncompleted. Failure to include this Attachment B with the proposal shall result in a determination that the entire proposal is not reasonably susceptible for award of contract.

If completed, Part II of Attachment B shall include the following information:

- (a) The name of each proposed MBE who will participate in the project, the specific percentage of the total contract price represented by each subcontract and a description of the services to be performed or items to be furnished by the MBE. Use of "TBD" for any of these required items is unacceptable.

Note: The percentages of the Total Contract Price to be performed by each MBE must, when added together, at least equal the percentage of MBE participation indicated on Attachment A.

- (b) Any other documentation considered appropriate by the Department of Health and Mental Hygiene to ascertain compliance with the Contract's MBE participation goal.

Failure to include either MBE Attachment, A or B will render the entire proposal not reasonably susceptible of being selected for award and cause the Department to return the RFP without further consideration.

III. Within 10 days of being notified that it has been recommended for award of a contract, the offeror shall submit one original and two copies of a completed **Outreach Efforts Compliance Statement (MBE Attachment C)**, signed by the offeror, which shall become part of the contract. It shall include:

- (a) A listing of specific work categories identified by the offeror in which there are subcontracting opportunities,
- (b) Copies of written solicitations used to solicit certified MBEs for these subcontracting opportunities.
- (c) A description of the offeror's attempts to personally contact the solicited MBEs.
- (d) A description of offeror's efforts to fulfill or seek waiver of bonding requirements, if bonding is required.

IV. Within 10 days of being notified that it has been recommended for award of a contract, the offeror shall submit one original and two copies of a completed **MBE Subcontractor Project Participation Statement (MBE Attachment D)** for each **MBE Subcontractor identified in MBE Attachment B**. The identity of each MBE subcontractor for whom an Attachment D is submitted must be the same as those included on the MBE Participation Schedule (MBE Attachment B), unless any changes in MBE subcontractors have been submitted to and approved by the Department. Each Attachment D shall be signed by both the offeror and the MBE listed and include:

- (a) A statement of intent to enter into a contract between the prime contractor and the subcontractor if a contract is executed between the Department of Health and Mental Hygiene and the prime Contractor.
- (b) The amount and type of bonds required of that MBE subcontractor, if any.

V. Whenever a modification is entered into or an option is exercised in regard to this contract, the contractor will be required to provide a new MBE Participation Schedule

(Attachment B) for each MBE subcontractor affected, which shall be submitted to the Office of Procurement and Support Services with the modification or option submission package. If an MBE subcontractor, previously listed on the MBE Participation Schedule has changed from the original submission, MBE Attachments B & D must be submitted for that MBE subcontractor, with the request for a modification or exercise of an option.

VI. MBE Participation Waiver

If, before submitting this proposal, the offeror is unable to achieve the Contract goal for certified MBE participation, the offeror shall submit instead of or in conjunction with an MBE Subcontractor Project Participation Statement, a request in writing for a waiver with justification, to include the following:

- (a) A detailed statement of the efforts made to select portions of the proposed work to be performed by the certified MBEs in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs including the names, addresses, dates, and telephone numbers of the certified MBEs contacted and a description of the information provided to the certified MBEs regarding plans, specifications, and anticipated time schedules for the portions of the work to be performed by certified MBEs;
- (c) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful offeror considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) In the event no certified minority subcontractors are found to be available, a signed and notarized **MBE Statement of Unavailability (MBE Attachment E)** must be prepared by the offeror, including the names, addresses, dates, and telephone numbers of the certified MBEs contacted, and the reason each MBE is unavailable.

Code of Maryland Regulations 21.11.03.11 governing the MBE waiver is included as **MBE Attachment F**.

VII. MBE Participation Compliance

To assure compliance with certified MBE subcontract requirements, the Department shall conduct periodic reviews and require periodic reports from both the prime contractor and the certified MBE subcontractor(s). The reviews and reports shall include:

- (a) A **Prime Contractor Unpaid MBE Invoice Report (MBE Attachment G)** listing any unpaid invoices, over 30 days old, received from any certified MBE contractor, the amount of each invoice and the reason payment has not been made.
- (b) A **Subcontractor Payment Report (MBE Attachment H)** that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of

those invoices. A requirement that the MBE provide this report to the Prime Contractor monthly shall be included in the subcontract between the Prime Contractor and the subcontractor.

One copy of each report noted above, is to be submitted monthly to the Department's Contract Monitor as listed on page 5 of this solicitation and to the Office of Community Relations, 5th floor, 201 West Preston Street, Baltimore MD 21201 (410) 767-6600.

- (c) The Prime Contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of the work performed.
- (d) The offeror, by submitting a proposal, in the event of contract award, shall consent as prime contractor to provide such documentation as is reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

VII. All questions related to certification, as an MBE must be directed to:

Maryland Department of Transportation
Office of Minority Business Enterprise/Equal Opportunity
P.O. Box 8755
BWI Airport
Baltimore, Maryland 21240
Telephone: (410) 865-1269

Certified MBE Utilization
and Fair Solicitation
Affidavit

* * * * *NOTICE* * * * *

If the bidder or offeror fails to properly complete and submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Complete the information requested below in paragraphs 1 and 1a

1. In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:
- 1a. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and, if specified in the solicitation, subgoals of _____ percent for MBEs classified as African American-owned and _____ percent for MBEs classified as women-owned.

Check paragraph 1b. or 1c. If paragraph 1c is selected, fill in the percentage of MBE participation to be achieved (from 0% up to per cent specified in RFP).

- ☐ 1b. I have made a good faith effort to achieve this goal and intend to meet or surpass it. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule (MBE Attachment B) shall be used to accomplish the percentage(s) of MBE participation noted above in 1a.

OR

- ☐ 1c. After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I propose to achieve MBE participation of _____% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that I or the firm I represent is the recommended bidder or recommended offeror, I will submit a written waiver request compliant with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule (MBE Attachment B) shall be used to accomplish the percentage of MBE participation I am able to achieve as indicated above.
2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (MBE Attachment B) with the bid or financial proposal.
 3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment C)
- (b) Subcontractor Project Participation Statement (Attachment D)
- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- 4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
- 5. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

_ Bidder/Offeror Name

_ Signature of Affiant

_ Address

_ Printed Name, Title

_ Date

Submit this Affidavit with Bid/Technical Proposal

Maryland Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201

MBE Participation Schedule

◀◀◀◀ NOTICE ▶▶▶▶

The bidder shall complete Part I in all cases. If Box (1b.) is selected in Attachment A, Part II shall be completed to identify all MBE subcontractors, describe the work each will perform and provide the percentage of the Total Contract Amount that each will receive. DO NOT USE "TBD" IN ANY OF THESE FIELDS. If Box (1c.) is selected on Attachment A, MBE subcontractors that will partially meet the goal shall be identified, or, if a total waiver is requested, Part II need not be completed. In no case, however, shall this Attachment be omitted in its entirety or submitted without completing Part I and signing. If the bidder or offeror fails to submit the form with the bid or financial proposal as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

NOTE: It is essential that if either complete or partial compliance with the MBE goal set out in the solicitation is selected, the sum of the percentages of the Total Contract Price for all of the MBE subcontractors identified below shall at least equal the percentage of MBE subcontracting which is committed to on Attachment A.

PART I.

Prime Contractor: (Firm Name, Address, Phone)	Project Description
Project Number: DHMH OPASS ____ - _____	Total Contract Amount: \$

PART II.

List Information For Each Certified MBE Subcontractor On This Project

A. Subcontractor (Firm: (Name, Address, Phone)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">MBE Certification Number:</div> <div>Minority Firm Tax I.D. Number:</div>
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	

B. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	

C. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	
D. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by this MBE: _____	Percentage of Total Contract:

E. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by This MBE: _____	

F. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by This MBE: _____	

G. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:
Percentage of Total Contract Price to be provided by This MBE: _____	

H. Subcontractor: (Name, Address, Phone)	MBE Certification Number:
	Minority Firm Tax I.D. Number:
Work to Be Performed:	
Project Commencement Date:	Project Completion Date:

Percentage of Total Contract Price to be provided by This MBE: _____	
---	--

Sum of Percentages of Total Contract Price

MBE Subcontractor A percentage:

+ MBE Subcontractor B percentage

+ MBE Subcontractor C percentage

+ MBE Subcontractor D percentage, etc

TOTAL Percentage: _____ (Must be equal to or greater than MBE percentage indicated on MBE Attachment A)

Document Prepared By: Name _____ Title _____

List Additional MBE Subcontractors or Provide Additional Comments on Separate Form.

Outreach Efforts

Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No._____, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories (Attach additional pages if necessary):
 ➤
 ➤
 ➤
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. *Bidder/Offeror made the following attempts to contact personally the solicited MBEs. (Attach additional pages if necessary):*
 ➤
 ➤
 ➤
4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (Describe Efforts) (Attach additional pages if necessary)
- ☐ This project does not involve bonding requirements.
5. ☐ Bidder/Offeror did / did not attend the pre-bid conference.
- ☐ No pre-bid conference was held.

 Bidder/Offeror Name

By: _____

 Address

 Name, Title

 Date

To Be Submitted By Recommended Bidder/Offeror

Maryland Department of Health and Mental Hygiene
 201 West Preston Street
 Baltimore, Maryland 21201

(Rev. 12/04)

Subcontractor

Project Participation Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule (MBE Attachment B)

Provided that _____ is awarded the State contract in
(Prime Contractor Name)
conjunction with Solicitation No. _____, the Prime Contractor, and
_____ MDOT Certification No. _____, intend to
(Subcontractor Name)
enter into a contract by which Subcontractor shall _____
(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor:

-
-
-

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

To Be Submitted By Recommended Bidder/Offeror
Maryland Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201

(Rev12/04)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
(Name of Prime Contractor)

located at _____
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____
(Number) (Street) (City) (State) Zip

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for work/service in relation to project number _____, or is unable to prepare a bid for the following reasons (s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

NOTE: Certified minority business enterprise must complete Section II.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

Located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, on _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to be best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

(Rev 12/04)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a

waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

Maryland Department of Health and Mental Hygiene

Minority Business Enterprise Participation Prime Contractor Unpaid MBE Invoice Report

Report Month/Yr _____
Report Due by 15th of following month.

Contract # DHMH/OPASS _____
Contracting Unit _____
Contract Amount _____
MBE Subcontract Amount _____
Contract Begin Date _____ End Date _____
Services Provided _____

To Be Completed Monthly by Prime Contractor

Prime Contractor Name * _____ Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____ email _____

Subcontractor Name* _____ Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____ email _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

	Invoice #	Amount \$
1.		
2.		
3.		
Total Amount Unpaid \$		_____

***If more than one MBE subcontractor is used for this contract, please use separate report forms.**

Return one copy of this form to each of the following addresses:

Lissa Abrams, Contract Monitor

Mental Hygiene Administration (Contracting Unit)

Maryland Department of Health and Mental Hygiene

55 Wade Avenue - Dix Building

Catonsville, MD 21228

Signature _____

Date _____

Ms. Beverly Spence
Maryland DHMH
Office of Community Relations
201 West Preston Street, 5th floor
Baltimore, MD 21201

Maryland Department of Health and Mental Hygiene

**Minority Business Enterprise Participation
Subcontractor Payment Report**

To Be Completed Monthly by MBE Subcontractor

Report Month/Yr _____
Report Due by 15th of following month.

Contract # _____
Contracting Unit _____
Contract Amount _____
MBE Subcontract Amount _____
Contract Begin Date _____ End Date _____
Services Provided _____

Prime Contractor Name _____ Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____ email _____

MBE Subcontractor Name _____ **MDOT Certification #** _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Subcontractor Services
Provided _____

List all payments received from Prime.

	Invoice #	Amount \$
1.		
2.		
3.		

Total Dollars Paid \$ _____

List dates and amounts of any outstanding invoices sent to Contractor in the preceding 30 days.

	Date	Amount \$
1.		
2.		
3.		

Total Dollars Unpaid \$ _____

Return one copy of this form to each of the following addresses:

Mental Hygiene Administration (Contracting Unit)
Lissa Abrams, Contract Monitor
Maryland Department of Health and Mental Hygiene
55 Wade Avenue, Dix Building, Catonsville, MD 21228

Subcontractor Signature _____ Date _____

Ms. Beverly Spence
Maryland DHMH
Office of Community Relations
201 West Preston St. 5th floor Baltimore,
MD 21201

**A Summary of Certain Federal Fund Requirements and Restrictions
[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Department of Health and Mental Hygiene.]**

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form ☐ Certification Against Lobbying ☐ . It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: ☐ Form LLL, Disclosure of Lobbying Activities ☐ must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a ☐ Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of Institutions of Higher Learning and Other Non-Profit Institutions require certain nonprofit organizations, colleges, or universities to have an independent ☐ single audit ☐ prepared every two years. The audit It must qualify under the federal single audit standards.
 - B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor

will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All subrecipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.

E) All subrecipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than \$125,000 per year. (This includes, but is not limited to, subrecipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

NAME: _____

TITLE: _____

GRANT NO: _____

STATE: _____

U.S. Department of Health and Human Services

Certification Regarding Lobby

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobby," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known.

Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This agreement ("Agreement") is made and entered into by and between the Maryland Department of Human Resources (hereinafter referred to as DHR) and _____ (hereinafter referred to as the CONTRACTOR). This "Agreement" has been developed pursuant to Section 13-224, State Finance and Procurement Article, Annotated Code of Maryland. This "Agreement" will be carried out by DHR and the Local Department(s) of Social Services (hereinafter referred to as the LOCAL DEPARTMENT) and the CONTRACTOR cognizant in support of contract number _____. ("Procurement Contract").

WITNESSETH:

WHEREAS, the CONTRACTOR, DHR and the LOCAL DEPARTMENT, when appropriate, have met and reviewed an inventory of the entry-level jobs that the CONTRACTOR is likely to fill during the term of the "Procurement Contract" at its various locations in the State of Maryland;

WHEREAS, the CONTRACTOR, DHR and the LOCAL DEPARTMENT, when appropriate, have met and reviewed the job descriptions, locations, and skill requirements for those positions;

WHEREAS, DHR and the LOCAL DEPARTMENT, when appropriate have identified and discussed with the CONTRACTOR the following services that DHR and the LOCAL DEPARTMENT can provide to the CONTRACTOR for its workforce related needs:

Medicaid coverage for the employee and the employee's dependents for up to one year after placement in an entry-level job;

Maryland Children's Health Program (MCHP) medical coverage for the employee's dependents after one year of employment for as long as eligibility is met;

Food Stamps for the employee and the employee's dependents for as long as eligibility requirements are met;

Child Care subsidies for the employee's dependents for up to one year after employment as long as eligibility requirements are met;

Transportation subsidies for the employee for a period of time after employment;

Other Retention Services including counseling on an as needed basis; and

Assistance with claiming tax credits for having hired Temporary Cash Assistance customers;

NOW, THEREFORE, the CONTRACTOR and DHR agree to work cooperatively to develop responses to the workforce development requirements faced by the CONTRACTOR in the State of Maryland and to promote the hiring of DHR Temporary Cash Assistance customers by the CONTRACTOR.

Specifically, they agree as follows:

A. That the CONTRACTOR will:

1. Notify DHR of all entry-level job openings resulting from the "Procurement Contract" that the CONTRACTOR may have with an agency of the State of Maryland;
2. Declare DHR and the LOCAL DEPARTMENT the "first source" in identifying and hiring candidates for those entry-level openings;
3. Work with DHR and the LOCAL DEPARTMENT, as necessary and appropriate, to develop customized training programs which enable Temporary Cash Assistance customers to qualify for and secure the entry-level jobs;
4. Give preference and first consideration (to the extent permitted by law and any existent labor agreements) to candidates the LOCAL DEPARTMENT refers, within three (3) working days to fill entry-level job openings, provided the candidates meet the qualifications specified;
5. Agree to consider filling a minimum of _____ of the entry-level job openings with LOCAL DEPARTMENT referred candidates, provided that the LOCAL DEPARTMENT refers qualified candidates within three (3) working days;
6. Provide the LOCAL DEPARTMENT with feedback regarding the disposition of all LOCAL DEPARTMENT referrals, to include an explanation of why any such candidate was not hired or considered qualified;
7. Provide the LOCAL DEPARTMENT with feedback regarding the progress and employment status of those candidates who are hired; and
8. Designate a specific contact person who will:
 - provide additional information regarding "first source" jobs and clarify their requirements,
 - receive LOCAL DEPARTMENT referrals, and
 - provide feedback to a LOCAL DEPARTMENT account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the CONTRACTOR.

B. That DHR and the LOCAL DEPARTMENT will designate account representatives who will:

1. Receive and process all the CONTRACTOR's entry-level job notices in accordance with this "Agreement"

2. Refer screened and qualified candidates to the CONTRACTOR's designated contact person;
3. Make referral in a timely manner, that is, within three (3) working days after receiving the CONTRACTOR's entry-level job opening notices;
4. Assist in the development of any mutually agreed upon customized training and/or internship programs that will better prepare LOCAL DEPARTMENT candidates for employment with the CONTRACTOR;
5. Provide follow-up and post-hire transitional/supportive services (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate;
6. Insure that the CONTRACTOR is advised of available subsidies and is assisted with the associated application/claiming processes; and
7. Report the CONTRACTOR to the cognizant State Procurement Agency if the CONTRACTOR does not fulfill its responsibilities as listed in Section A. of this "Agreement".
8. Review and evaluate the effectiveness of this undertaking with the CONTRACTOR and make modifications as necessary and appropriate.

DISCLAIMERS:

Nothing in this agreement shall cause the CONTRACTOR, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

NON-DISCRIMINATION:

DHR and the CONTRACTOR agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and state laws regarding discrimination.

Maryland Law Prevails:

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works.

EFFECTIVE DATE:

This agreement shall take effect on the date of the aforementioned "Procurement Contract"; and it shall remain in effect for the duration of "Procurement Contract".

IN WITNESS, WHEREOF, the CONTRACTOR and DHR have affixed their signatures below:

CONTRACTOR

DEPARTMENT OF HUMAN
RESOURCES

NAME (Signature)

NAME (Signature)

NAME (Print)

NAME (Print)

TITLE

TITLE

DATE

DATE

ADDRESS

ADDRESS

CITY/STATE/ZIP

CITY/STATE/ZIP

PHONE

PHONE

E- MAIL

E- MAIL

FEIN#

FEIN#

Approved as to Form and Legal Sufficiency by the DHR Attorney General's Office.

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____By:_____

(Authorized Representative and Affiant)

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement is made this day of _____, 200_, between _____, a unit of the Department of Health and Mental Hygiene (_____, or the Department), and _____ (the Contractor), a contractor to the Department under _____ (the Primary Contract).

I. PURPOSE AND SCOPE

A. For good and lawful consideration as set forth in the Primary Contract, the Department and the Contractor enter into this agreement for the purpose of ensuring compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations (45 CFR Parts 160 and 64) and the Maryland Confidentiality of Medical Records Act (MCMRA).

B. This agreement applies to the conduct of the Contractor in connection with protected health information anticipated to be provided to, collected, maintained or used by the Contractor in connection with its performance under the Primary Contract.

II. DEFINITIONS

A. The terms used in this Agreement have the meanings set forth in the Privacy Rule, 49 CFR Parts 160 and 164, and as set forth subsection B of this section.

B. As used in this agreement the following terms have the meanings indicated:

1. "Department" means the Maryland State Department of Health and Mental Hygiene.
2. "Designated Record Set" means a group of records maintained by or for the Department that is (i) the medical records and billing records about individuals maintained by or for the Department, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the Department to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the Department. (45 CFR §164.501)
3. "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR §164.501)
4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5), and 1320d-2 and 1320d-4.)
5. "Individual" has the same meaning as the term "individual" in 45 CFR §164.501 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
6. "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-General, §4-301 et seq.
7. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
8. "Protected health information" as defined in the Privacy Rule §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer. For purposes of this Agreement, protected health information is limited to the information created or received by the Contractor from or on behalf of the Department.

9. "Required by law" means a mandate contained in law that compels an entity to make use or disclosure of protected health information, that is enforceable in a court of law, and includes but is not limited to the itemized activities set forth in 45 CFR §164.501.
10. "Secretary" means the Secretary of the Department of Health and Human Services or his designee.
11. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. (45 CFR §164.501)

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. The Contractor agrees to use or disclose protected health information only as permitted or required by the Privacy Rule, this Agreement, or as otherwise required by law.

B. Except as otherwise provided in this Agreement, the Contractor may:

1. Use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Department as specified in the Primary Contract, provided that the use or disclosure would comply with the Privacy Rule if done by the Department, is consistent with the MCMRA, and complies with the Department's minimum necessary policies and privacy practices and procedures.
2. Use protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor;
3. Disclose protected health information to a third party as necessary to carry out its obligations under the Primary Contract, for proper management and administration of the Contractor or to carry out the Contractor's legal responsibilities if:
 - a. the disclosure is required by law;
 - b. the Contractor obtains reasonable assurances from the third party to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and
 - c. the third party notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; and
4. Use protected health information to provide data aggregation services to the Department as permitted by 42 CFR §164.504(e)(2)(i)(B).

C. The Contractor may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

IV. CONTRACTOR REQUIREMENTS

A. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information other than as provided in section III of this Agreement, including:

1. Limitation of the amount of protected health information used or disclosed pursuant to Section III of this Agreement to the minimum necessary to carrying out the functions of the Primary Contract and to otherwise achieve the purposes of the use and disclosure;
2. Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the Department with a written description of these steps, and allowing representatives of the Department access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and
3. Requiring each of its employees having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected health information, including the provisions of this Agreement and the Maryland Confidentiality of Medical Records Act.

B. The Contractor agrees to:

1. Mitigate, to the extent practicable, any harmful effect that is known to Contractor, of a use or disclosure of Protected health information by Contractor in violation of the requirements of this Agreement;

2. Report to the Department any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within 5 days of the time it becomes aware of the use of disclosure;
3. Ensure that any agent, including a subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the agent that is received from, or created or received by Contractor on behalf of the Department;
4. Provide access, at the request of the Department, and in the time and manner directed by the Department, to protected health information in a designated record set maintained by the Contractor, to the Department or, as directed by the Department, to an individual in order to meet the requirements under 45 CFR §164.524;
5. Make any amendment(s) to protected health information in a designated record set maintained by the Contractor that the Department directs or agrees to pursuant to 45 CFR §164.526 at the request of the Department or an individual, and in the time and manner directed by the Department;
6. Make available to the Department, and to the Secretary, in a time and manner directed by the Department or designated by the Secretary, any protected health information received from, or created or received by Contractor on behalf of the Department, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of the Secretary determining the Department's compliance with the Privacy Rule;
7. Document disclosures of protected health information and information related to such disclosures as would be required for the Department to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528; and
8. Provide to the Department or an individual, in time and manner directed by the Department, information collected in accordance with subsection (7) of this section, to permit the Department to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

C. Upon termination of the Primary Contract, the Contractor agrees that, except as provided in subsection V(C) of this Agreement, all of the protected health information provided by the Department to the Contractor, or created or received by the Contractor on behalf of the Department pursuant to the Primary Contract will be destroyed or returned to the Department.

V. TERM AND TERMINATION

A. This Agreement shall be effective as of _____. It shall remain in effect unless otherwise terminated for the entire term of the Primary Contract including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.

B. Upon the Department's knowledge of a material breach by Contractor, the Department will either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement for cause if the Contractor does not cure the breach or end the violation within the time specified by the Department;
2. Immediately terminate this Agreement for cause if the Contractor has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination of this Agreement.

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement for any reason, the Contractor shall return or document the destruction of all protected health information received from the Department, or created or received by the Contractor on behalf of the Department. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. If the Contractor believes that returning or destroying the protected health information is infeasible, the Contractor shall provide to the Department notification of the conditions that make return or destruction infeasible. If the Department agrees that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures of the protected health

information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the protected health information.

D. Termination of this Agreement for cause pursuant to this subsection may be viewed by the Department as a breach of the Primary Contract and grounds for termination in accordance with the default termination clause of the Primary Contract.

VI. MISCELLANEOUS

A. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

B. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the Privacy Rule and HIPAA.

C. The respective rights and obligations of the Contractor under Section V(C) of this Agreement shall survive the termination of this Agreement.

D. Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the Privacy Rule.

VII. COMPLIANCE WITH STATE LAW

The Contractor acknowledges that by accepting the protected health information from the Department, it becomes a holder of medical records information under the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 et seq) and is subject to the provisions of that law. If the HIPAA Privacy Rule and the MCMRA conflict regarding the degree of protection provided for protected health information, the Contractor shall comply with the more restrictive protection requirement.

By: _____
Signature

Name Typed Date

Title

For the Contractor

By: _____
Signature

Name Typed Date

Title

For the Department

Adopted 03/03

PART VII

EXHIBITS

REGULATIONS**PUBLIC MENTAL HEALTH SYSTEM AND THE
MENTAL HYGIENE ADMINISTRATION**

- 10.21.01 Involuntary Admission
- 10.21.02 Community Mental Health Programs (CMHP) - Partial Hospitalization Programs
- 10.21.03 Individual Treatment Plans
- 10.21.04 Group Homes for Adults with Mental Illness
- 10.21.05 Aftercare Plans
- 10.21.06 Admission to Regional Institutes for Children & Adolescents
- 10.21.07 Therapeutic Group Homes
- 10.21.08 Services for Mentally Ill Hearing Impaired Patients
- 10.21.09 Patients' Rights to Visitors
- 10.21.11 Purchase of Residential Therapeutic Care for Children
- 10.21.12 Use of Quire Room and Use of Restraint
- 10.21.13 Use of Seclusion and Use of Restraint
- 10.21.14 Resident Grievance System
- 10.21.15 Petition for Emergency Evaluation - Payment for Services
- 10.21.16 CMHP - Application & Approval Processes
- 10.21.17 CMHP - Administrative Requirements
- 10.21.18 CMHP - Therapeutic Nursery Programs
- 10.21.19 Mobile Treatment Services
- 10.21.20 CMHP - Outpatient Mental Health Clinics
- 10.21.21 CMHP - Psychiatric Rehabilitation Programs
- 10.21.22 CMHP - Residential Rehabilitation Programs
- 10.21.23 Community - Based Funds
- 10.21.25 Fee Schedule - Mental Health Services - Community - Based Programs & Individual Practitioners
- 10.21.26 CMHP - Residential Crisis Services
- 10.21.27 CHMP - Respite Care Services
- 10.21.28 CMHP - Mental Health Vocational Programs
- 10.21.29 CMHP - Psychiatric Rehabilitation Program for Minors

- 10.09.34 Therapeutic Behavioral Services
- 10.09.36 MCP - General Medical Assistance Provider Participation
- 10.09.70 Speciality Mental Health System
- 10.09.59 Rehabilitation Services Option

Public Mental Health System ICD 9 CM Diagnoses Included

295.00 - 295.90	Schizophrenia, Schizoaffective Disorder
296.00 - 296.90	Affective Disorders
297.00 - 297.90	Paranoid States
298.0 - 298.9	Other Psychotic Disorders
299.9	Childhood Psychosis
300.00 - 300.9	Neurotic Disorders: Anxiety, Panic, Hysteria, Phobias, Factitious Disorders, Obsessive/compulsive, Dysthymic, Somatiform Disorders
301.00 - 301.6	Paranoid, Schizoid, Cyclothymic, Histrionic Disorders
301.81 - 301.9	Narcissistic, Avoidant, Borderline Disorders
302.00 - 302.6	Pedophilia, Transvestism, Exhibitionism, Gender Identity Disorders
302.8 - 302.9	Fetishism, Voyeurism, Masochism, Sadism
307.1	Anorexia Nervosa
307.5 - 307.89	Eating Disorders, Enuresis, Encopresis, Pain Disorder
308.0 - 308.9	Acute Reactions to stress
309.0 - 309.9	Adjustment Reactions, Posttraumatic Stress Disorders
311.0 - 311.9	Depressive Disorder
312.0 - 312.9	Impulse control, Kleptomania, Pyromania, Conduct Disorder, Explosive Disorder
313.0 - 313.9	Emotional disturbance specific to childhood & adolescence
314.0 - 314.9	Attention Deficit, Hyperactivity
332.1	Neuroleptic Induced Parkinsonism
333.1	Medication Induced Postural Tremor
333.7	Neuroleptic Induced Acute Dystonia
333.82 - 333.99	Neuroleptic Induced Movement Disorder

**PROTOCOLS
FOR REFERRING INDIVIDUALS WITH
CO-OCCURRING CONDITIONS TO THE
SPECIALTY MENTAL HEALTH SYSTEM**

I. SUBSTANCE ABUSE

There are high rates of psychiatric symptoms among individuals with substance abuse (SA) as well as high rates of substance abuse among individuals with psychiatric disabilities.

When clinically indicated, the individual with co-occurring substance abuse and mental illness should receive integrated services.

A. The Managed Care Organizations (MCOs) will treat Medicaid waiver eligibles for substance abuse problems.

B. For individuals with co-occurring (SA) and mental illness, who are being seen within the MCO, the MCO will treat the substance abuse and the low severity mental illness. The MCO may refer the individual with higher severity mental illness to the Specialty Mental Health System (SMHS) for treatment of their mental illness.

C. For individuals in the SMHS with co-occurring SA, the SMHS will treat the psychiatric illness and the low severity substance abuse. The mental health provider will refer the individual to the MCO for treatment of the higher severity substance abuse.

D. In an emergency situation, if the individual has a diagnosis of co-occurring SA and mental illness, the MCO or the provider should not refer the individual to the SMHS until:

- a. the individual is no longer intoxicated;
- b. the consumer's psychiatric symptoms persist beyond the period of intoxication, and
- c. the individual is physically stabilized.

E. The individual with co-occurring MI and SA should be able to receive integrated services when clinically indicated. There should be “no wrong door.” The responsibility for coordination of care for individuals with co-occurring SA and mental illness is as follows:

1. When one provider provides the mental health treatment and the substance abuse treatment, then that provider should coordinate the care of the

individual with the primary care provider.

2. When mental health treatment is provided by the SMHS and the substance abuse treatment is provided by the MCO, the mental health provider should coordinate the care with the MCO and the primary care provider.

F. The Utilization Review Agent of the SMHS will evaluate the mental health services, provided by the SMHS, for individuals with co-occurring SA and mental illness to ascertain continuing medical necessity.

G. The Mental Hygiene Administration (MHA) will establish a Coordination of Care committee including representatives from MHA, the ASO, the MCOs, Medical Assistance, and the Alcohol and Drug Abuse Administration to evaluate ongoing issues regarding treatment of co-occurring illness.

II. DEMENTIA

A. There are high rates of psychiatric symptoms among patients with dementia. The majority of these symptoms are related to the underlying dementia

B. The MCOs will treat Medicaid waiver eligibles for dementia.

C. For individuals who have dementia and also exhibit other psychiatric symptoms, the MCO will treat the dementia. The MCO may refer the individual to the SMHS for evaluation of the psychiatric symptoms.

D. In an emergency situation, if the individual is exhibiting symptoms of co-occurring dementia or and mental illness the MCO or provider should not refer the individual to the SMHS until

1. The evaluating provider has completed a full medical work-up, documenting the cause of the dementia.

2. The evaluating provider has diagnosed psychiatric symptoms not explained by the underlying cognitive disorder.

E. The Utilization Review Agent of the SMHS will evaluate the mental health services for individuals with dementia to ascertain continuing medical necessity. Once mental health services are no longer medically necessary or appropriate, the mental health provider will refer the individual back to the MCO and notify the primary health care provider.

F. MHA will establish a Coordination of Care committee including representatives from MHA, the ASO, Medical Assistance, and the MCOs, to evaluate ongoing issues regarding treatment of co-occurring illness.

III. DEVELOPMENTAL DISABILITIES

A. Some individuals with developmental disabilities also have psychiatric symptoms not explained by their developmental disability.

B. The MCOs will treat the somatic needs of Medicaid waiver eligibles with developmental disabilities.

C. When an individual with developmental disability manifests psychiatric symptoms the MCO may refer the individual to the SMHS for evaluation of the mental illness.

D. In an emergency situation, if the individual is diagnosed as having a developmental disability, and has co-occurring mental illness the MCO or provider should not refer the individual to the SMHS until:

1. The evaluating provider has completed a full medical work up, documenting the developmental disability;

2. The individual has symptoms of mental illness that are not explained by his/her developmental disability; and

E. The Utilization Review Agent of the SMHS will evaluate the mental health needs for individuals with developmental disabilities to ascertain continuing medical necessity for SMHS services.

F. MHA will establish a committee of representatives from MHA, the ASO, the MCOs, and Medical Assistance to evaluate ongoing issues regarding treatment of individuals with co-occurring illness.

IV. CO-OCCURRING MEDICAL ILLNESS

A. Some individuals with medical conditions may have a co-existing psychiatric condition.

B. The MCOs will treat the somatic needs of Medicaid waiver eligibles.

C. When an individual with a medical condition manifests psychiatric symptoms the MCO should first treat the medical condition. If the psychiatric symptoms are not explained by the medical condition and they persist, the MCO may refer the individual to the SMHS for evaluation of the psychiatric symptoms.

D. In an emergency situation, if the individual who is somatically ill is diagnosed as having a co-occurring mental illness, the MCO or provider should not refer the individual to the SMHS until:

1. The evaluating provider has completed a full medical work up;

2. The psychiatric symptoms are not explained by the medical condition;

and

E. The Utilization Review Agent of the SMHS will evaluate the mental health needs for individuals with co-occurring medical illnesses to ascertain continuing medical necessity.

F. MHA will establish a Coordination of Care committee including representatives from MHA, the ASO, Medical Assistance, and the MCOs, to evaluate ongoing issues regarding treatment of individuals with co-occurring illness.

Maryland Association of Core Service Agencies
22 South Market Street, Suite 8
Frederick, Maryland 21701
Phone: 301-682-9754 Fax: 301-682-6019
Email: macsa@mhma.net

Allegany County

Allegany Co. Mental Health System's Office
P.O. Box 1745
Cumberland, Maryland 21501-1745
Phone: 301-759-5070 Fax: 301-777-5621
E-Mail: mhso@hereintown.net
Director: Lesa Diehl

Anne Arundel County

Anne Arundel County Mental Health Agency
PO Box 6675, MS 3230, 1 Truman Pky, 101
Annapolis, Maryland 21401
Phone: 410-222-7858 Fax: 410-222-7881
E-Mail: mhaaac@aol.com
Director: Frank Sullivan

Baltimore City

Baltimore Mental Health Systems, Inc.
201 East Baltimore Street, Suite 1340
Baltimore, Maryland 21202
Phone: 410-837-2647 Fax: 410-837-2672
Email: jplapinger@bmhsi.org
Director: Jane Plapinger

Baltimore County

Bureau of Mental Health of Baltimore County Health Department
6401 York Road, Third Floor
Baltimore, Maryland 21212
Phone: 410-887-2731 Fax: 410-887-4859
Email: rblankfeld@baltimorecountymd.gov
Director: Robert Blankfeld

Calvert County

Calvert County Core Service Agency
P.O. Box 980
Prince Frederick, Maryland 20678
Phone: 410-535-5400 Fax: 410-535-5285
Email: dweems@dnhmh.state.md.us
Director: Douglas Weems

Carroll County

Carroll County Core Service Agency
290 South Center Street, Box 460
Westminster, Maryland 21158-0460
Phone: 410-876-4440 Fax: 410-876-4929
Email: sconnelly@dnhmh.state.md.us
Director: Sarah Connolly

Cecil County

Cecil County Core Service Agency
401 Bow Street
Elkton, Maryland 21921
Phone: 410-996-5112 Fax: 410-996-5134
Email: dsommers@dnhmh.state.md.us
Director: Doug Sommers

Charles County

Charles County Human Services Partnership
c/o Charles County Government
P.O. Box 2150, 6 Garrett Avenue
LaPlata, Maryland 20646
Phone: 301-396-5239 Fax: 301-396-5248
Email: luginbim@charlescounty.org
Director: Mike Luginbill

Frederick County

Mental Health Mgmt Agency of Frederick County
22 South Market Street, Suite 8
Frederick, Maryland 21701
Phone: 301-682-6017 Fax: 301-682-6019
Email: rap@mhma.net
Director: Robert Pitcher

Garrett County

Garrett County Core Service Agency
1025 Memorial Drive
Oakland, Maryland 21550-1943
Phone: 301-334-7440 Fax: 301-334-7441
Email: gccsa@dnhmh.state.md.us
Director: Fred Polce

Harford County**Core Service Agency of Harford County**

206 South Hays Street, Suite 201

Bel Air, Maryland 21014

Phone: 410-803-8726 **Fax:** 410-803-8732

Email: slipfordcsa@covad.net

Director: Sharon Lipford

Howard County**Howard County Mental Health Authority**

9151 Rumsey Road, Suite 150

Columbia, Maryland 21045

Phone: 410-313-7350 **Fax:** 410-313-7374

Email: wells@hcmha.org

Director: Donna Wells

Mid-Shore Counties

(Includes Caroline, Dorchester, Kent,
Queen Anne and Talbot Counties)

Mid-Shore Mental Health Systems, Inc.

8221 Teal Drive, Suite 203

Easton, Maryland 21601

Phone: 410-770-4801 **Fax:** 410-770-4809

Email: jnewell@msmhs.org

Director: Joseph Newell

Montgomery County**Department of Health & Human Services,
Montgomery County Government**

401 Hungerford Drive, 5th Floor

Rockville, Maryland 20850

Phone: 240-777-1400 **Fax:** 301-279-1692

Email: davidt.jones@montgomerycountymd.gov

Director: David T. Jones

Prince George's County**Prince George's Co. Dept. of Family Services
Mental Health Authority Division**

6200 Baltimore Avenue

Riverdale, MD 20737

Phone: 301-985-3890 **Fax:** 301-985-3889

Email: lcwaddler@co.pg.md.us

Director: L. Christina Waddler

St. Mary's County**St. Mary's, County Dept. of Human Services**

23115 Leonard Hall Drive, P.O. Box 1706

Leonardtown, Maryland 653

Phone: 301-475-4200 **Fax:** 301-475-4082

E-Mail: bennett.connelly@co.saint-marys.md.us

Director: Bennett Connelly

Somerset County**Somerset County Core Service Agency**

7920 Crisfield Highway

Westover, Maryland 21871

Phone: 443-523-1810 **Fax:** 410-651-2572

Email: lisare@dnhmh.state.md.us

Acting Director: Lisa Renegar

Washington County**Washington County Mental Health Authority**

339 E. Antietam Street, Suite #5

Hagerstown, Maryland 21740

Phone: 301-739-2490 **Fax:** 301-739-2250

Email: rickr@wcmha.org

Director: Rick Rock

Worcester County**Worcester County Core Service Agency**

P.O. Box 249

Snow Hill, Maryland 21863

Phone: 410-632-3366 **Fax:** 410-632-0065

E-Mail: megm@dnhmh.state.md.us.

Acting Director: Margaret Marcarlli

Wicomico County**Wicomico County Core Service Agency**

108 East Main Street

Salisbury, Maryland 21801

Phone: 410-543-6981 **Fax:** 410-219-2876

Email: cmcelwain@dnhmh.state.md.us

Director: Cicely McElwain

October 2008

Maryland Public Mental Health System

Quarterly PMHS Report

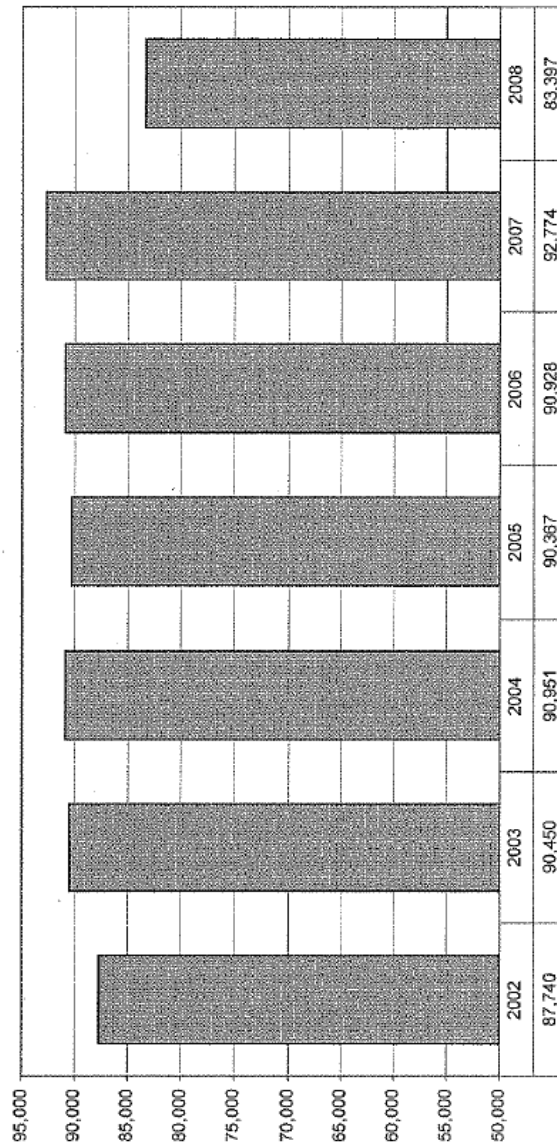
Based on claims paid through

March 31, 2008

Exhibit 5

Report Date: April 21, 2008

Consumers Served by the Maryland Public Mental Health System

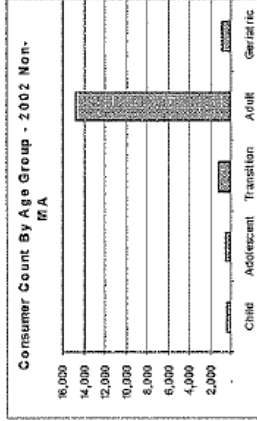
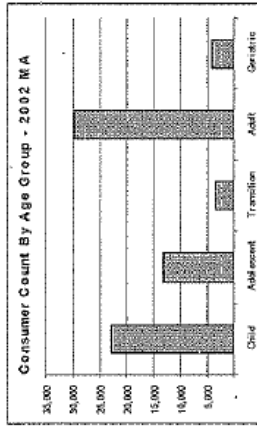


3.1% increase from 2002 to 2003
 0.6% increase from 2003 to 2004
 -0.6% decrease from 2004 to 2005
 0.6% increase from 2005 to 2006
 2.0% increase from 2006 to 2007

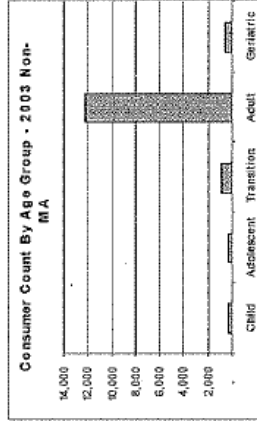
Note: Based on claims data through 03/31/2008
 Includes Baltimore Capitation
 FY 2003 FRP and RRP services for the Uninsured were provided through grants and not included in this data.
 Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003.
 These expenditures/consumers are not included beginning FY 2004.

Consumer Count by Age Group and Fiscal Year

Age Group	FY 2002		
	MA	Non-MA	
Child	22,900	335	1.9%
Adolescent	12,975	497	2.8%
Transition	3,287	1,183	6.8%
Adult	29,822	14,711	84.2%
Geriatric	4,041	743	4.3%
Total	73,025	17,469	100.0%



Age Group	FY 2003		
	MA	Non-MA	
Child	25,399	259	1.8%
Adolescent	14,710	220	1.6%
Transition	3,550	813	5.8%
Adult	32,046	12,157	86.8%
Geriatric	3,414	560	4.0%
Total	79,119	14,009	100.0%



Age Group	Age Description
Child	0-12
Adolescent	13 to 17
Transition	18 to 21
Adult	22 to 64
Geriatric	65 +

Note: Based on claims data through 03/31/2008

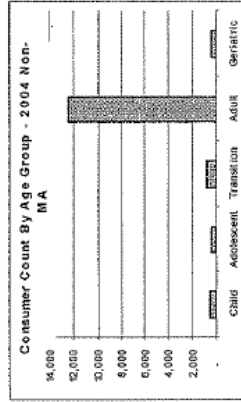
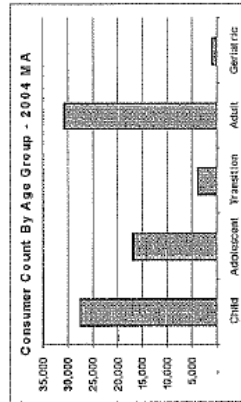
Includes Baltimore Capitation. Age is determined as on the earliest service date.

Consumer counts may be duplicated across coverage types

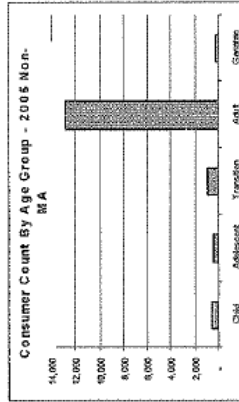
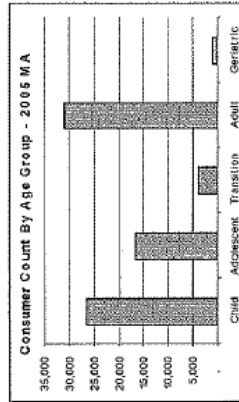
FY 2003 RRP and RRP services for the Uninsured were provided through grants and not included in this data.

Consumer Count by Age Group and Fiscal Year

Age Group	FY 2004		
	MA	Non- MA	
Child	27,808	508	3.5%
Adolescent	16,725	441	3.0%
Transition	3,842	860	5.8%
Adult	30,761	12,390	85.1%
Geriatric	857	368	2.5%
Total	79,793	14,558	100.0%



Age Group	FY 2005		
	MA	Non- MA	
Child	26,411	550	3.7%
Adolescent	16,850	421	2.8%
Transition	3,904	911	6.1%
Adult	30,869	12,792	85.3%
Geriatric	816	327	2.2%
Total	78,850	15,001	100.0%



Age Group	Age Description
Child	0-12
Adolescent	13 to 17
Transition	18 to 21
Adult	22 to 64
Geriatric	65 +

Note: Based on claims data through 03/31/2008

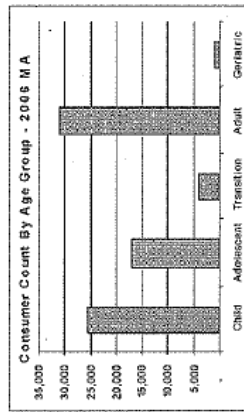
Consumer counts may be duplicated across coverage types

Includes Baltimore Capitation. Age is determined as on the earliest service date.

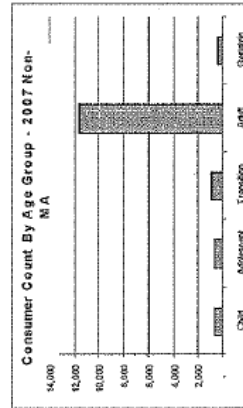
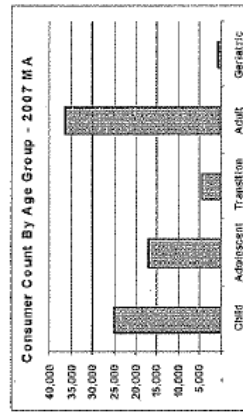
Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003. These consumers are not included beginning FY 2004.

Consumer Count by Age Group and Fiscal Year

Age Group	FY 2006		
	MA	Non- MA	
Child	25,606	613	3.6%
Adolescent	16,796	491	2.9%
Transition	3,888	980	5.8%
Adult	31,029	14,437	85.7%
Geriatric	791	321	1.9%
Total	78,110	16,842	100.0%



Age Group	FY 2007		
	MA	Non- MA	
Child	24,798	657	4.7%
Adolescent	16,749	589	4.2%
Transition	4,297	953	6.8%
Adult	36,392	11,565	82.1%
Geriatric	801	325	2.3%
Total	83,037	14,089	100.0%



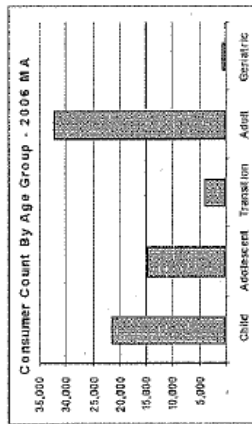
Age Group	Age Description
Child	0-12
Adolescent	13 to 17
Transition	18 to 21
Adult	22 to 64
Geriatric	65 +

Note: Based on claims data through 03/31/2008

Consumer counts may be duplicated across coverage types
Includes Baltimore Capitation. Age is determined as on the earliest service date.
Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003. These consumers are not included beginning FY 2004.

Consumer Count by Age Group and Fiscal Year

Age Group	FY 2008		
	MA	Non- MA	
Child	21,540	528	4.1%
Adolescent	14,649	480	3.8%
Transition	3,875	851	6.7%
Adult	32,307	10,636	83.1%
Geriatric	746	299	2.3%
Total	73,117	12,794	100.0%



Age Group	Age Description
Child	0-12
Adolescent	13 to 17
Transition	18 to 21
Adult	22 to 64
Geriatric	65 +

Note: Based on claims data through 03/31/2008

Consumer counts may be duplicated across coverage types

Includes Baltimore Capitation. Age is determined as on the earliest service date.

Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003. These consumers are not included beginning FY 2004.

Medicaid Penetration Rate by Age Group

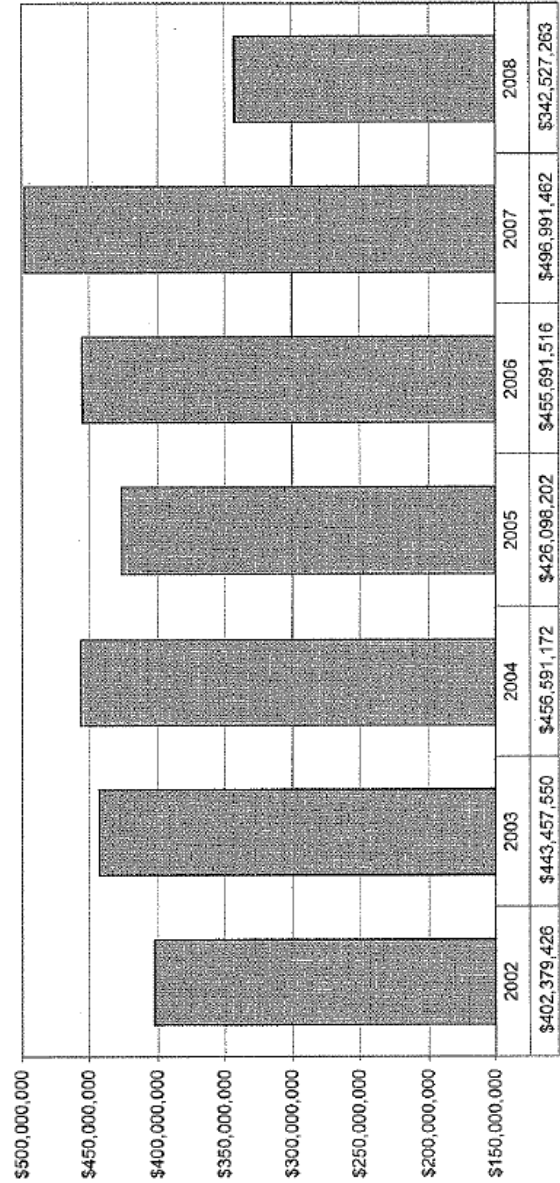
Fiscal Year	Children Enrolled	Children Served in the PMHS	Child Penetration Rate	Adults Enrolled	Adults Served in the PMHS	Adult Penetration Rate
2002	461,487	38,835	8.42%	213,830	33,921	15.86%
2003	486,660	43,165	8.87%	224,660	35,426	15.77%
2004*	503,733	47,849	9.50%	155,258	26,120	16.82%
2005*	511,048	46,983	9.19%	153,285	26,273	17.14%
2006*	519,806	46,103	8.87%	153,425	26,487	17.26%
2007*	526,015	45,658	8.68%	181,617	31,587	17.39%
2008*	500,602	39,806	7.95%	166,383	28,129	16.91%

Note: Unduplicated consumer count based on eligibility data through 04/01/2008 and claims data through 03/31/2008.

Children: 0 to 21 Adults: 22 and Over. Age is determined as on 1st January.

* Payment of Medicaid eligible services for Medicare/Medicaid eligible individuals was assumed by the Maryland Medicaid Assistance Program beginning July 2003. Any non-Medicaid reimbursable services are still paid through the MD Public Mental Health System. However, for the sake of data comparability, the Medicare/Medicaid eligible consumers have been excluded from the adult enrolled count as well as the adult served count beginning FY 2004.

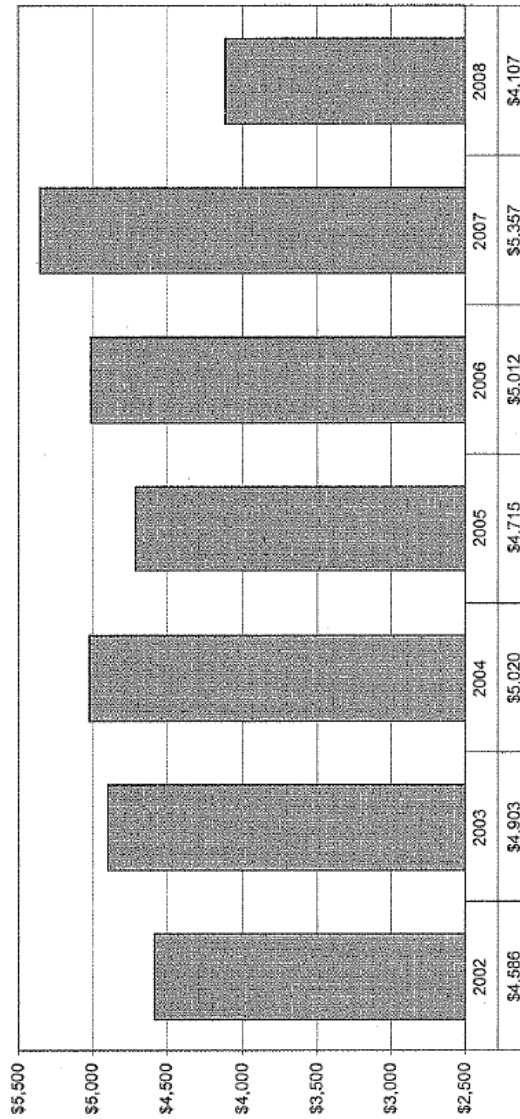
Claims Expenditure for the Maryland Public Mental Health System



10.2% increase from 2002 to 2003
3.0% increase from 2003 to 2004
-6.7% decrease from 2004 to 2005
6.9% increase from 2005 to 2006
9.1% increase from 2006 to 2007

Note: Based on claims data through 03/31/2008
Includes Baltimore Capitation
FY 2003 FRP and FRP services for the Uninsured were provided through grants and not included in this data.
Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003.
These expenditures/consumers are not included beginning FY 2004.

Average Annual Cost Per Consumer



6.9% increase from 2002 to 2003
 2.4% increase from 2003 to 2004
 -6.1% decrease from 2004 to 2005
 6.3% increase from 2005 to 2006
 6.9% increase from 2006 to 2007

Note: Based on claims data through 03/31/2008

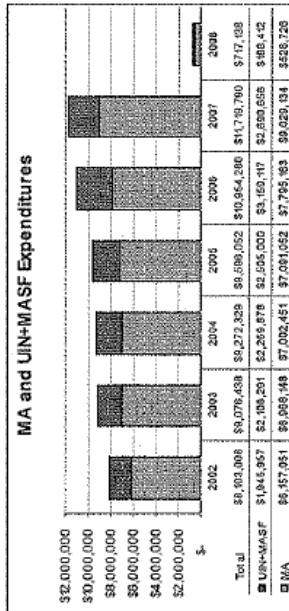
Includes Baltimore Capitation

FY 2003 PRP and RRP services for the Uninsured were provided through grants and not included in this data.

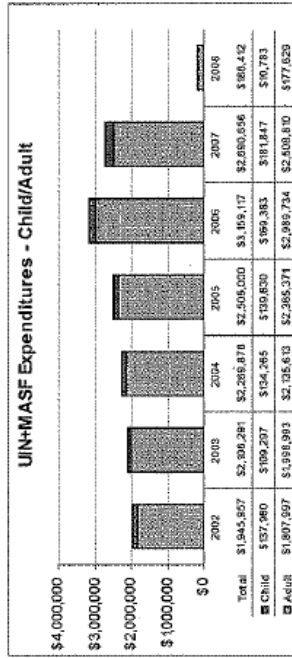
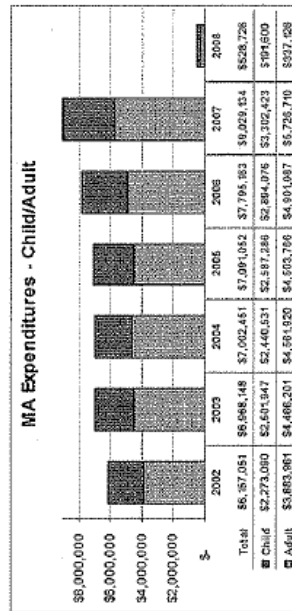
Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003.

These expenditures/consumers are not included beginning FY 2004.

Targeted Case Management

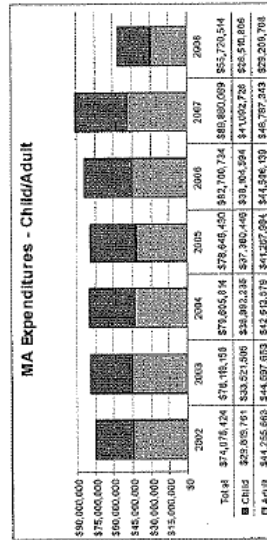
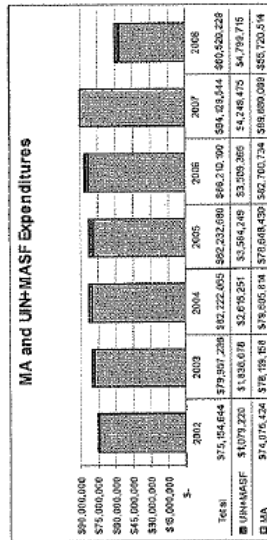


Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	1,129	1,114	1,168	1,112	1,171	1,288	502
Adult	2,812	3,045	3,205	3,087	3,403	3,478	1,434
Average Dollars Per Consumer							
Child	\$ 2,136	\$ 2,344	\$ 2,204	\$ 2,452	\$ 2,616	\$ 2,705	\$ 403
Adult	\$ 2,024	\$ 2,123	\$ 2,090	\$ 2,143	\$ 2,319	\$ 2,368	\$ 359



Note: Based on claims paid through 03/31/2008
 Consumer counts represent unduplicated counts
 Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.
 As of August 2007, Case Management was moved from Fee For Service to contracts.

Inpatient



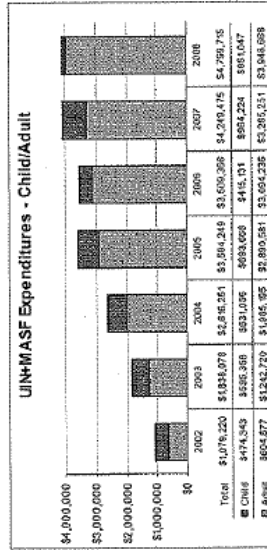
Note: Based on claims paid through 03/31/2008

Consumer counts represent unduplicated counts

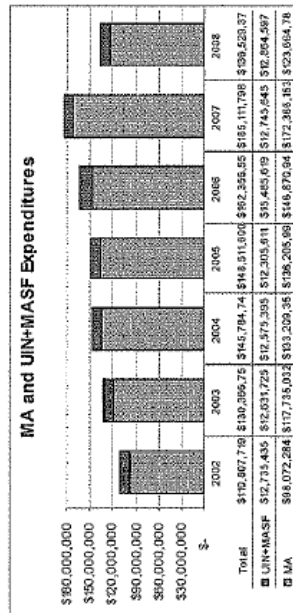
Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.

Includes Inpatient and Purchase of Care

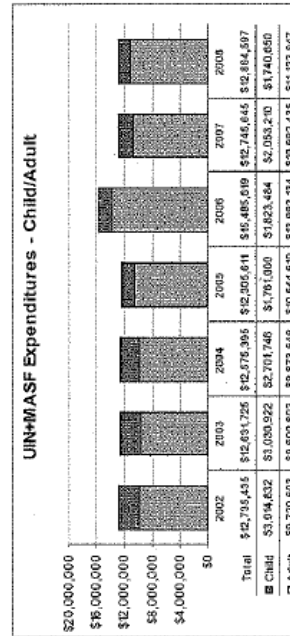
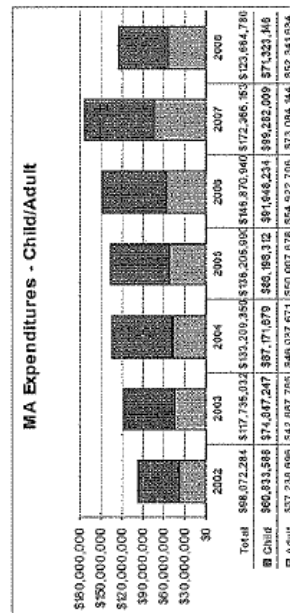
Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	2,973	3,149	3,157	3,148	3,215	3,237	2,285
Adult	5,419	6,009	4,964	5,001	5,153	5,042	3,410
Average Dollars Per Consumer							
Child	\$10,190	\$10,834	\$11,917	\$12,095	\$11,961	\$12,993	\$11,922
Adult	\$8,278	\$7,628	\$8,984	\$8,830	\$9,255	\$10,328	\$9,724



Outpatient



Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	39,171	42,633	47,548	47,277	46,346	45,732	40,294
Adult	44,401	43,961	36,664	37,125	38,227	40,481	37,449
Average Dollars Per Consumer							
Child	\$1,630	\$1,827	\$1,890	\$1,861	\$2,023	\$2,216	\$1,813
Adult	\$1,058	\$1,194	\$1,525	\$1,631	\$1,794	\$2,070	\$1,695



Note: Based on claims paid through 03/31/2008

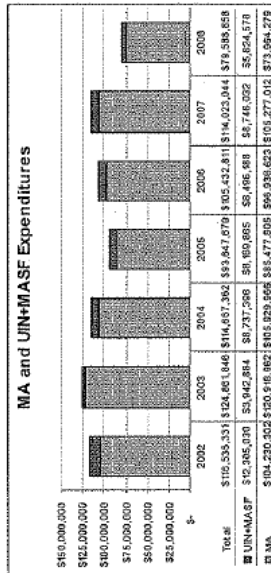
Consumer counts represent unduplicated counts

Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.

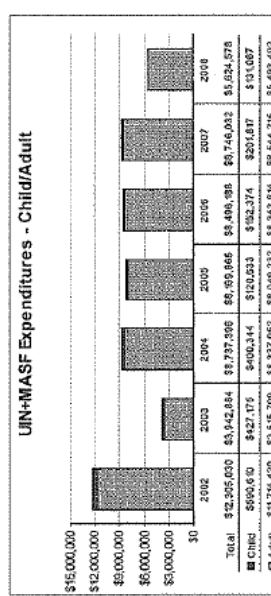
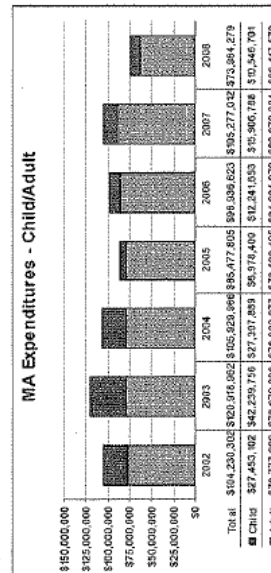
Includes Mobile Treatment, Outpatient and Partial Hospitalization

Emergency room presentations that do not result in an IP admission are classified as outpatient

Psychiatric Rehabilitation Services

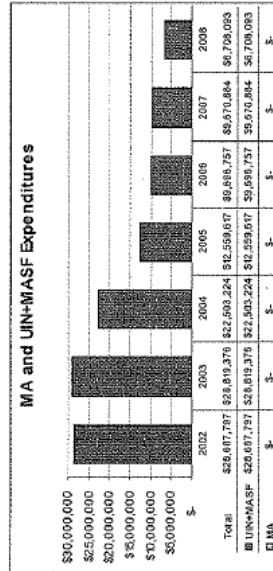


Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	7,665	10,157	10,113	3,401	4,929	5,609	4,478
Adult	9,560	7,873	9,973	8,510	8,543	8,901	8,374
Average Dollars Per Consumer							
Child	\$ 3,659	\$ 4,201	\$ 2,740	\$ 2,087	\$ 2,515	\$ 2,872	\$ 2,384
Adult	\$ 9,256	\$ 10,440	\$ 8,719	\$ 10,170	\$ 10,891	\$ 11,000	\$ 8,229

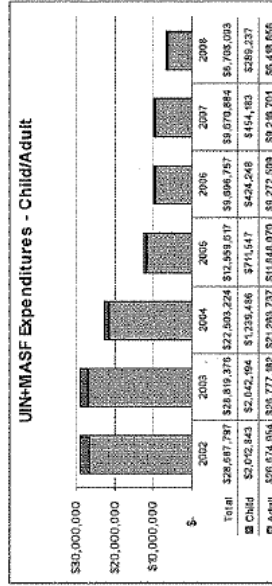
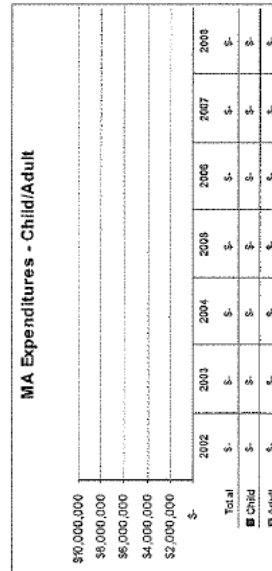


Note: Based on claims paid through 03/31/2008
 Consumer counts represent unduplicated counts
 Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.
 FY 2003 FRP and FRP services for the Uninsured were provided through grants and not included in this data.

Residential Rehabilitation Services

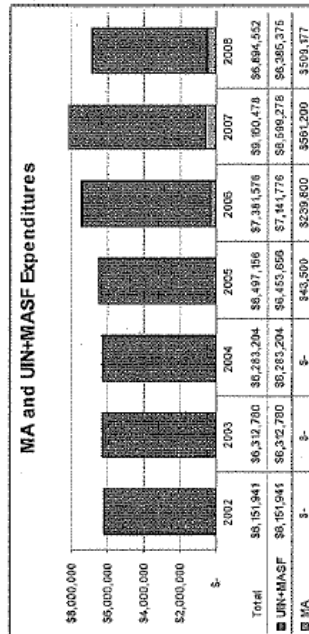


Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	367	377	356	396	346	271	207
Adult	2,567	2,602	3,228	3,743	3,753	3,788	3,373
Average Dollars Per Consumer							
Child	\$ 5,485	\$ 5,417	\$ 3,402	\$ 1,797	\$ 1,226	\$ 1,676	\$ 1,397
Adult	\$ 10,391	\$ 10,291	\$ 6,587	\$ 3,165	\$ 2,471	\$ 2,433	\$ 1,903

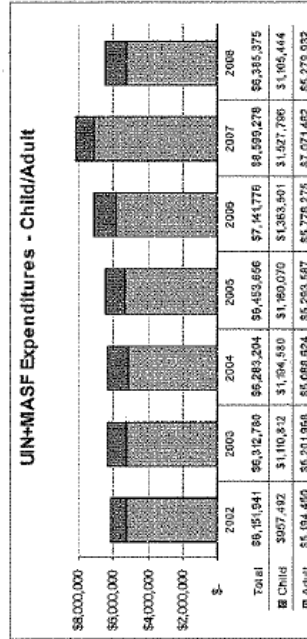
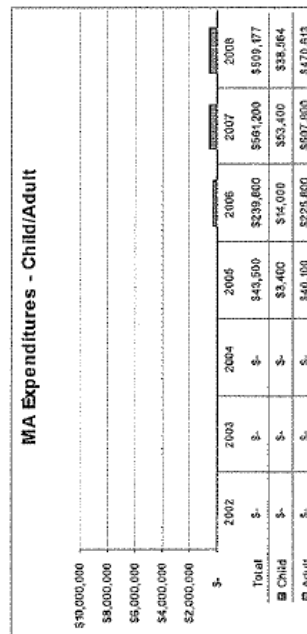


Note: Based on claims paid through 03/31/2008
 Consumer counts represent unduplicated counts
 Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.
 FY 2003 PRP and RRP services for the Uninsured were provided through grants and not included in this data.
 Long term enhanced client supervision is included in the monthly PRP rate effective July '05

Other Rehabilitation Services

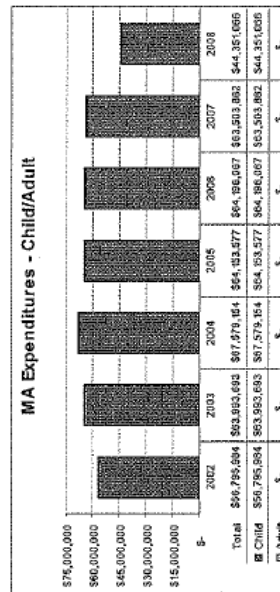
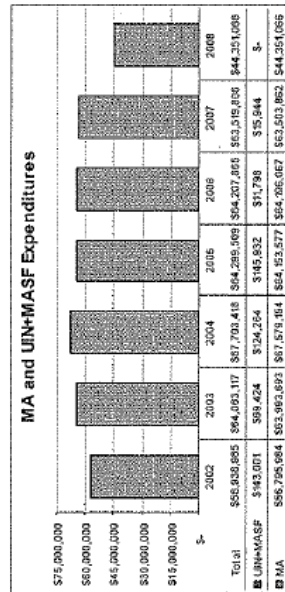


Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	519	531	557	543	581	708	572
Adult	3,072	3,011	2,704	2,568	2,690	3,056	2,685
Average Dollars Per Consumer							
Child	\$1,845	\$2,092	\$2,145	\$2,143	\$2,371	\$2,233	\$2,000
Adult	\$1,691	\$1,728	\$1,882	\$2,077	\$2,232	\$2,480	\$2,142



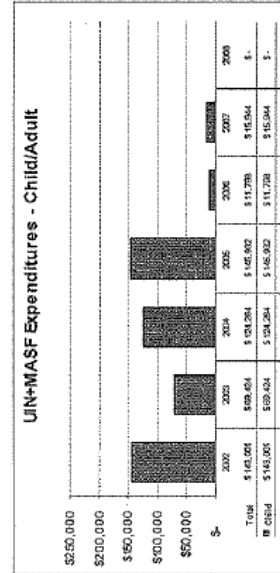
Note: Based on claims paid through 03/31/2008
 Consumer counts represent unduplicated counts
 Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.
 Other Rehabilitation Services include Crisis, Respite Care and Supported Employment

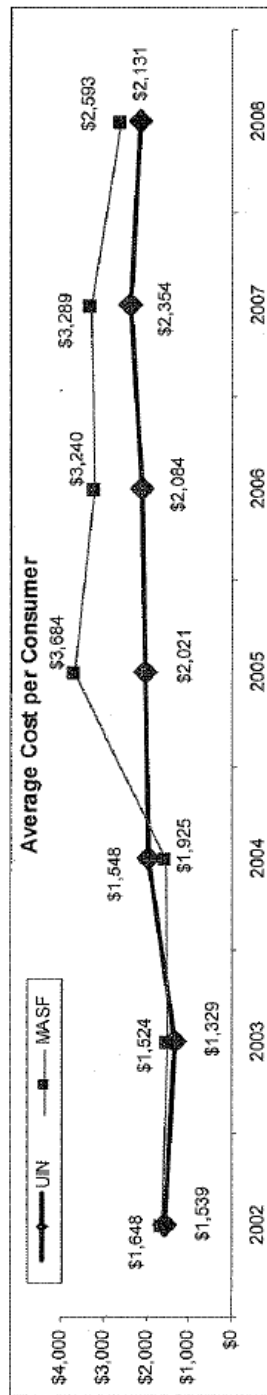
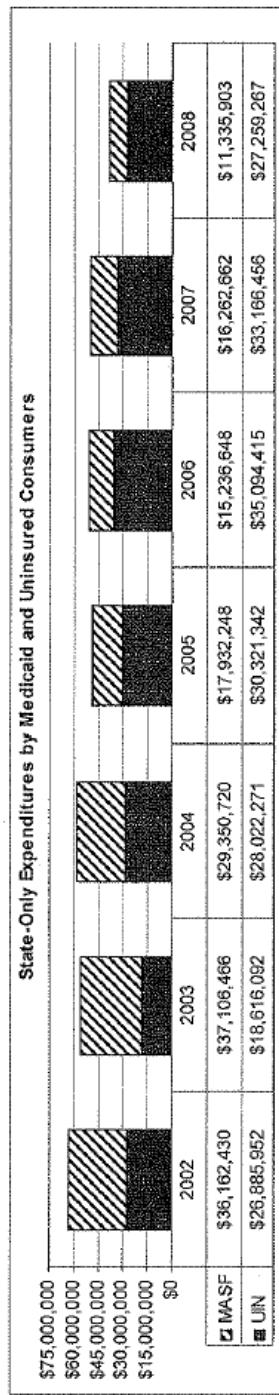
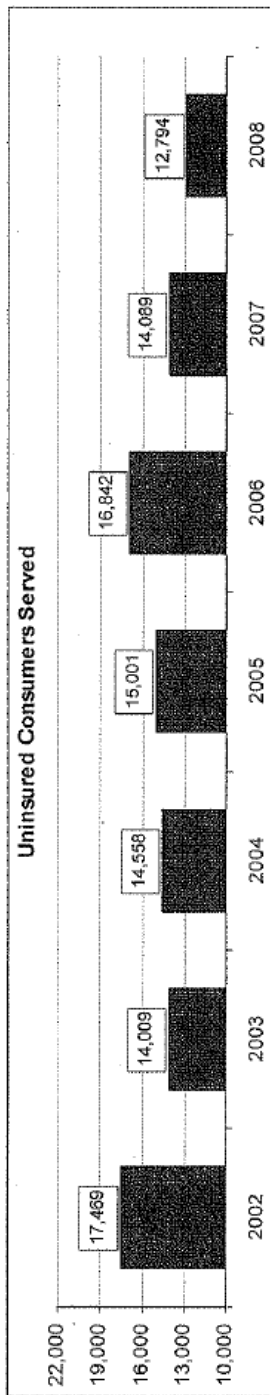
Residential Treatment



Note: Based on claims paid through 03/31/2008
 Consumer counts represent unduplicated counts
 Child: 0 to 21 Adult: 22 and Over. Age is determined as on the earliest service date.

Age Group	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Consumers Served							
Child	906	961	993	973	889	848	717
Adult	-	-	-	-	-	-	-
Average Dollars Per Consumer							
Child	\$62,847	\$66,863	\$68,181	\$66,084	\$72,225	\$74,905	\$61,856
Adult	\$-	\$-	\$-	\$-	\$-	\$-	\$-



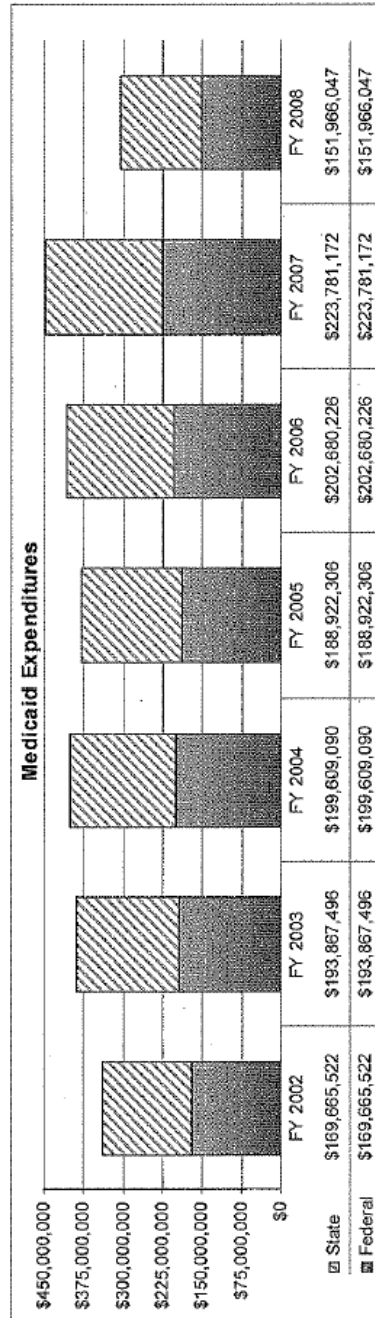
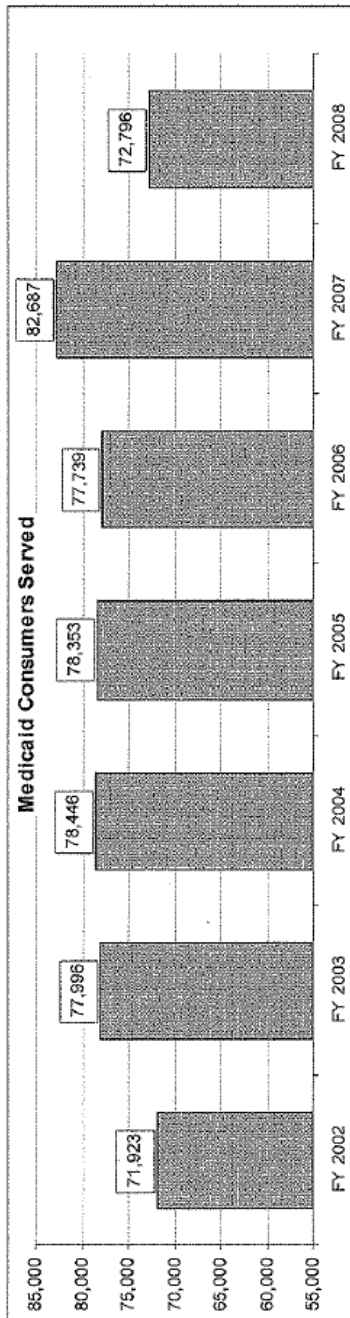


Note: Based on claims data through 03/31/2008

Includes Baltimore Capitation

FY 2003 PRP and RRP services for the Uninsured were provided through grants and not included in this data.

Beginning FY 2005, OMHC outpatient planning services were shifted from MASF to Medicaid funding. This shift changed the MASF service mix, resulting in an increase in the MASF average cost per unit.



Average Cost per Consumer

	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
\$	4,718	4,971	5,089	4,822	5,214	5,413	4,175

Note: Based on claims data through 03/31/2008

Includes Baltimore Capitation

Payment of Medicaid claims for Medicare/Medicaid eligible individuals were assumed by the Maryland Medical Assistance Program beginning 7/1/2003.

These expenditures/consumers are not included beginning FY 2004.

Average Number of Services per Consumer

Fiscal Year	PRP		Outpatient	
	Child	Adult	Child	Adult
2002	62	168	18	16
2003	70	187	19	17
2004	44	136	20	17
2005	28	146	18	17
2006	26	155	18	18
2007	28	151	18	18
2008	22	108	15	14

Note: Based on claims data through 03/31/2008

Child: 0 to 21 Adult: 22 and Over

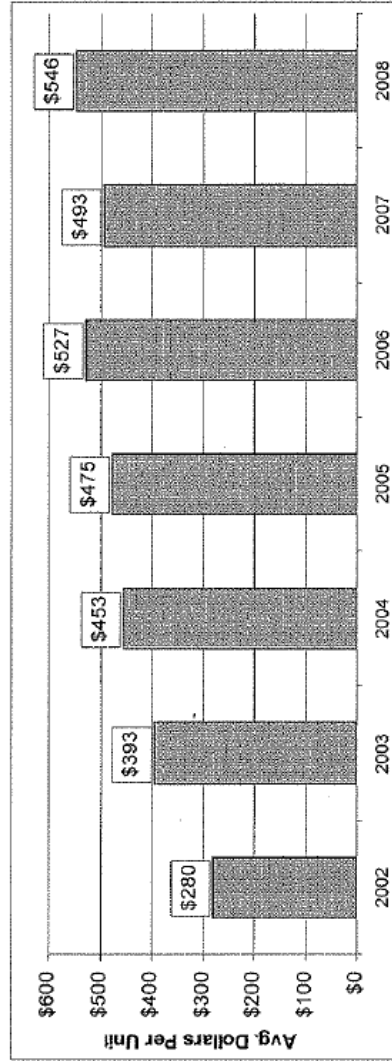
FY 2003 PRP and RRP services for the Uninsured were provided through grants and not included in this data.

Outpatient average excludes ESDT services.

The average number of services in PRP is based on actual encounter data.

Emergency Room Services

Fiscal Year	Consumer Count	Units	Dollars Paid	Avg. Unit Rate
2002	8,738	16,335	\$4,578,507	\$280
2003	10,008	16,919	\$6,643,380	\$393
2004	9,645	16,212	\$7,351,203	\$453
2005	9,368	16,994	\$8,072,838	\$475
2006	9,633	17,863	\$9,308,552	\$527
2007	9,452	17,927	\$8,846,650	\$493
2008	6,192	10,587	\$5,776,825	\$546



Note: Based on claims data through 03/31/2008
Revenue codes 450, 451, 452 and 459 are considered as emergency room services

SERVICES AVAILABLE IN THE MENTAL HEALTH SYSTEM

Services that are provided to treat mental illness that are Medicaid-reimbursable include:

Hospital services, including emergency room services, COMAR 10.09.06,

Physician service, COMAR 10.09.02,

Office based therapeutic services provided by individual providers authorized under MD. Health-Occ. Code Ann. (1994) and COMAR 10.09.02,

Medical Laboratories services, under COMAR 10.09.09,

Early and periodic screening, diagnosis and treatment services, under COMAR 10.09.23 and COMAR 10.09.37, including therapeutic nursery programs under COMAR 10.21.18,

Hospital-based psychiatric day treatment services (partial hospitalization), under COMAR 10.21.02, and

Rehabilitation services, Under COMAR 10.09.59:

Mobile treatment services under COMAR 10.21.19

Outpatient mental health clinic services under COMAR 10.21.20 and

Psychiatric rehabilitation programs under COMAR 10.21.21.

Psychiatric rehabilitation programs for Minors under COMAR 10.21.29

Free –standing psychiatric day treatment services (partial hospitalization). Under COMAR 10.21.02,

Therapeutic Behavioral Services under COMAR 10.09.34

Additional mental health community-based treatment and support services, including but not limited to:

Case management,

Support living services,

Supported employment services, under COMAR 10.21.28

Respite care, under COMAR 10.21.27

Mobile crisis services,
Residential crisis services, under COMAR 10.21.26

Peer support and family-to-family education and support,
and

Residential programs, including:

Residential treatment center services, under COMAR 10.07.04, COMAR 10.09.29, and COMAR 10.21.06,

Group homes, under COMAR 10.21.04,

Therapeutic group homes, under COMAR 10.21.07

Residential rehabilitation program services under COMAR 10.21.22.

Shelter Plus Care

Evidence Based Practices, including

Assertive Community Treatment (ACT)

Supported Employment (SE)

Family Psycho-education (FPE)

Co-occurring Disorders Treatment (COD)

Maryland Medicaid Programs and Waivers –July 2008

Home and Community Based Services Waiver (1915c)

Older Adults Waiver
Autism Waiver
Model Waiver
TBI Waiver
Living at Home Waiver Program
Community Pathways Waiver (DDA)
New Directions Waiver (DDA- self-directed)
Medical Day Care Waiver- new
Psychiatric Residential Treatment Facility Waiver – New

1115 Waiver

Health Choice

Other Medicaid Programs

Primary Adult Care programs
Maryland Children's Health Program
Medical Assistance for Families
Employed Individuals with Disabilities Program

REPORTS TO BE AVAILABLE**Available at Executive Level Only****AdHoc Reports****MARA1000**Top 5 Billed Days for Provider (Formatted) **W****MARA1000 - Raw**Top 5 Billed Days for Provider (Unformatted) **W****MARA1100**Provider Audit Data **W****Clinical Reports****MARC3000**Length of Stay by RTC **M****MARC3010**Inpatient Length of Stay by Provider **M****MARC3020**Readmissions to Inpatient Facilities **M****MARC3025**Admission Report **D****MARC3030**Discharge Summary by Provider for Inpatient Stays **M****MARC3040**Ambulatory Care Follow-Up **M****MARC3050**Diagnosis Category Summary by Age Group **W****MARC3051**Diagnosis Categories And ICD-9 Codes **O****MARC3060**Service Utilization by Procedure Code **M****MARC3200**Rate of Service Utilization **M****MARC3300**TBS Authorizations Open Within Last 6 Months **W****MARC9110**High Volume Denied Providers Last Check Run Only **W****MARC9200**Authorization Detail Report **D**

Documentation**Reporting_Crystal_Enterprise_User_Manual** **O**

Crystal Reports documentation.

MARD0100

Reports Availability/Status Report **O**

Financial**MARF0001**

Statewide Dollars, Service Units and Unduplicated Consumer Count by Service Category **M**

MARF0002

Weekly Dollars Paid By Fiscal Year **W**

MARF0003

Fee for Service Expenditures By Service Group, Coverage Type And Age Group **M**

MARF0004

Total System Expenditures by Service Group, Coverage Type and Age Group **M**

MARF0005

Payments by CSA and Service Fiscal Years **M**

MARF5002

Graph Expenditure Summary for Maryland Public Mental Health System **M**

MARF5005

Claims Lag **M**

MARF5100 (For MHA review 6/4/2007)

Expenditure By Provider And Coverage Group **M**

MARF5110 (For MHA review 6/4/2007)

Number of Services and Expenditures By CPT Code **M**

MARF5120

Expenditure and Consumer Count for Dual Diagnosis Consumers **M**

MARF5200

Average Monthly Consumer Cost By Provider Type **M**

MARF5300

PRP Encounter Claims Detail by Consumer **M**

MARF5400

PRP Summary by Provider **M**

MARF5410

Missing Encounter Report **M**

MARF5410B

Missing Encounter Report **M**

MARF5420PRP Claims - Unsupported Difference **M****MARF9420**Provider Check Reconciliation **W****AD HOC Financial**FY 08 Weekly Dollars Paid by Fiscal Year_09_30_2007-individual month tabs calculated **W**MARF0004 By Coverage Type as of 20070930-12 month rolling period-individual months and FY YTD tabs calculated **M**MARF0004 with Reconciliation Sept 2007-Reconciliation, FY and individual month tabs calculated **M**Claims Lag Paid FY 2004-2008 thru EOP 20070930 **M**Check Register 09-10-2007 **W**Negative Balance Report **W****Claims****MARC3301**TBS Claims Paid Within Last 6 Months **M****MARL1000**EOP Detail Report (Formatted) **W****MARL1000 - Raw**EOP Detail Report (Unformatted) **W****MARL2099**Explanation Codes for the Claims System **O****MARL3000**Number of Claims Processed by Claim Type **M****MARL9110**Providers With High Volume Denies **W****Executive****MARE0001**Number of Consumers and Expenditures By Provider and Service Type **M****MARE0002 - By Paid Date**Paid Claims By Provider with Consumer Subtotals - By Paid Date **M****MARE0002 - By Service Date**Paid Claims By Provider with Consumer Subtotals - By Service Date **M****MARE7000**Expenditure By County **M****MARE7010**Service Count And Expenditures By CPT Code and Provider **M**

Provider**MARP0001**Provider List by CSA and Provider Type **O****MARP0002**County Consumer Provider List **O****Consumers****MARS0001**Count of Consumers Enrolled in Out of Home Placements **M****MARS0002**Dual Diagnosis Consumers with SMI/SED by Age Group **M****MARS4000**County Consumer Listing (Note: Maximum one year worth of claims data can be retrieved at any given time). **W****MARS4005**New Consumers Accessing the PMHS **D****MARS4010**Consumer Look-up Report **W****MARS4020**Consumer Profile Report **M****MARS4030**Consumer Claims By Fiscal Year Detail Report **M****MARS4100**Number of Consumers by Service Type **M****MARS4110**Number of Consumers by Age and Coverage Type **M****MARS4115**Number of Consumers by Age and Service Type **M****MARS4120**Unduplicated Consumer Counts by Coverage Type **M****MARS4130**Number of Consumers by County and Race **M****MARS4135**Number of Consumers by Race and Age Group **M****MARS4140**High Cost Consumers **M****MARS4150**Distinct Consumer Count by Procedure Code **M****MARS4160**Number of SMI and SED Consumers by Service Type **M**

MARS4161

Number of SMI and SED Consumers by Age Group **M**

MARS4162

Number of SMI and SED Consumers by County **M**

MARS4180

Continuous High Cost Consumers **M**

MARS4190

Dual Diagnosis Consumer Count by County and Age Group **M**

MARS9480

Dual Diagnosis Consumer Count and Expenditures By Service Category and Age Group **M**

MARS9490

Dual Diagnosis Consumer Count and Expenditures By County and Age Group **M**

MHA QUARTERLY REPORT Q

Reports to be Made Available at the Core Service Agency (CSA) Level-County Specific

Clinical Reports

MARC3000

Length of Stay by RTC **M**

MARC3010

Inpatient Length of Stay by Provider **M**

MARC3020

Readmissions to Inpatient Facilities **M**

MARC3025

Admission Report **D**

MARC3030

Discharge Summary by Provider for Inpatient Stays **M**

MARC3040

Ambulatory Care Follow-Up **M**

MARC3050

Diagnosis Category Summary by Age Group **W**

MARC3051

Diagnosis Categories And ICD-9 Codes **O**

MARC3060

Service Utilization by Procedure Code **M**

MARC3200

Rate of Service Utilization **M**

MARC3300

TBS Authorizations Open Within Last 6 Months **W**

Documentation

Reporting_Crystal_Enterprise_User_Manual O

Crystal Reports documentation.

MARD0100

Reports Availability/Status Report O

Financial

MARF0001

Statewide Dollars, Service Units and Unduplicated Consumer Count by Service Category M

MARF0002

Weekly Dollars Paid By Fiscal Year W

MARF0003

Fee for Service Expenditures By Service Group, Coverage Type And Age Group M

MARF0004

Total System Expenditures by Service Group, Coverage Type and Age Group M

MARF0005

Payments by CSA and Service Fiscal Years M

MARF5002

Graph Expenditure Summary for Maryland Public Mental Health System M

MARF5005

Claims Lag M

MARF5100 (For MHA review 6/4/2007) M

Expenditure By Provider And Coverage Group

MARF5110 (For MHA review 6/4/2007) M

Number of Services and Expenditures By CPT Code

MARF5120

Expenditure and Consumer Count for Dual Diagnosis Consumers M

MARF5200

Average Monthly Consumer Cost By Provider Type M

MARF5300

PRP Encounter Claims Detail by Consumer M

MARF5400

PRP Summary by Provider M

Claims

MARL1000

EOP Detail Report (Formatted) **W**

MARL1000 - Raw

EOP Detail Report (Unformatted) **W**

MARL2099

Explanation Codes for the Claims System **O**

Provider

MARP0001

Provider List by CSA and Provider Type **O**

MARP0002

County Consumer Provider List **O**

Consumers

MARS0002

Dual Diagnosis Consumers with SMI/SED by Age Group **M**

MARS4000

County Consumer Listing (Note: Maximum one year worth of claims data can be retrieved at any given time). **W**

MARS4005

New Consumers Accessing the PMHS **D**

MARS4010

Consumer Look-up Report **W**

MARS4020

Consumer Profile Report **M**

MARS4030

Consumer Claims By Fiscal Year Detail Report **M**

MARS4100

Number of Consumers by Service Type **M**

MARS4110

Number of Consumers by Age and Coverage Type **M**

MARS4115

Number of Consumers by Age and Service Type **M**

MARS4120

Unduplicated Consumer Counts by Coverage Type **M**

MARS4130

Number of Consumers by County and Race **M**

MARS4135

Number of Consumers by Race and Age Group **M**

Consumers (Cont'd)

MARS4140

High Cost Consumers **M**

MARS4150

Distinct Consumer Count by Procedure Code **M**

MARS4160

Number of SMI and SED Consumers by Service Type **M**

MARS4161

Number of SMI and SED Consumers by Age Group **M**

MARS4162

Number of SMI and SED Consumers by County **M**

MARS4180

Continuous High Cost Consumers **M**

Key :

Scheduled data refresh period: Data to be refreshed to produce current report D, W, M, O, and Q.

D=Daily

W=Weekly

M=Monthly

O=One time only-look up report

Q=Quarterly

Survey Tool

*Maryland Public Mental Health System
Provider Satisfaction Survey*

Please select the rating that best describes your experiences and opinions of the Maryland Public Mental Health System (PMHS).
Please base your responses on your current view of the system.
Please mark your responses by using a #2 pencil or black ink

	Very Satisfied	Satisfied	I am neutral	Dissatisfied	Very Dissatisfied	Not Applicable
I. MHA, CSA, the ASO Specific Satisfaction						
A. Rate your current level of satisfaction with the Mental Hygiene Administration (MHA):						
1. Clarity of policies, procedures and other communications						
2. Clarity of regulations						
3. Medical necessity criteria and referral guidelines						
4. Timeliness of communication about the PMHS						
5. Format and content of treatment plans						
6. Reimbursement rates						
7. Provider involvement in policy making						
8. Provider training						
9. Technical assistance						
10. How your concerns are addressed						
11. Overall, service has been provided in a timely manner						
12. Overall, service has been provided in a courteous manner						
13. Overall, I have received the service or product requested						
14. Overall satisfaction with the Mental Hygiene Administration						

Additional Comments:

B. Rate your current level of satisfaction with the Core Service Agency (CSA) with which you most frequently work:

	Very Satisfied	Satisfied	I am neutral	Dissatisfied	Very Dissatisfied	Not Applicable
15. Clarity of policies, procedures, and other communications						
17. Timeliness of communication about the PHMS						
18. Provider involvement in policy making						
19. How your concerns are addressed						
20. Amount of paperwork overall						
21. Provider training						
22. Technical assistance						
23. Interagency coordination						
24. Community education and involvement						
25. Leadership in solving local mental health problems						
26. Planning for local mental health needs						
27. Overall, service has been provided in a timely manner						
28. Overall, service has been provided in a courteous manner						
29. Overall, I have received the service or product required						
30. Overall satisfaction with the Core Service Agency						

Additional Comments:

	Very Satisfied	Satisfied	I am neutral	Dissatisfied	Very Dissatisfied	Not Applicable
C. Rate your current level of satisfaction with the ASO						
31. Business hours: Availability of Care Managers						
32. Business hours: Knowledge of Care Managers						
33. After hours service: Availability of Care Managers						
34. After hours: Knowledge of Care Managers						
35. On-line authorization system						
36. Application of medical necessity criteria						
37. Timeframe in which authorization requests are processed						
38. Medical necessity appeals process						
39. Availability of Customer Service Representatives						
40. Knowledge of Customer Service Representatives						
41. Amount of paperwork overall						
42. Accuracy and timeliness of paper claims processing						
43. Accuracy and timeliness of electronic claims processing						
44. Availability of Claims Customer Service Representatives						
45. Knowledge of Claims Customer Service Representatives						
46. Claims appeals process						
47. Clarity of provider manual						
48. On-line communications (www.xxx.com)						
49. Interactive website (www.xxx.com)						
50. Provider training						
51. Provider auditing and consultation process						
52. Overall, service has been provided in a timely manner						
53. Overall, service has been provided in a courteous manner						
54. Overall, I have received the service or product requested						
55. Overall satisfaction with the ASO						

Additional Comments:

II. OVERALL SATISFACTION

	Very Satisfied	Satisfied	I am neutral	Dissatisfied	Very Dissatisfied	Not Applicable
II. OVERALL SATISFACTION						
55. Rate your current level of satisfaction with your ability to meet the clinical needs of the consumers you serve within this system						
56. For the HealthChoice consumers you serve, rate your current level of satisfaction with their ability to access MCO substance abuse services						
57. Overall satisfaction with the Public Mental Health System (PHMS)						

58. How can the PMHS better assist you in serving your consumers' needs?

[illegible]

Additional Comments:

III. About your Organization

59. a. In which Core Service Agency jurisdiction do you provide services most frequently? (check only one)

- | | |
|--|---|
| <input type="checkbox"/> Allegany County | <input type="checkbox"/> Harford County |
| <input type="checkbox"/> Anne Arundel County | <input type="checkbox"/> Howard County |
| <input type="checkbox"/> Baltimore City | <input type="checkbox"/> Mid-Shore Counties |
| <input type="checkbox"/> Baltimore County | <input type="checkbox"/> Montgomery County |
| <input type="checkbox"/> Calvert County | <input type="checkbox"/> Prince George's county |
| <input type="checkbox"/> Carroll County | <input type="checkbox"/> Somerset County |
| <input type="checkbox"/> Cecil County | <input type="checkbox"/> St. Mary's County |
| <input type="checkbox"/> Charles County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Frederick County | <input type="checkbox"/> Wicomico County |
| <input type="checkbox"/> Garrett County | <input type="checkbox"/> Worcester County |

59. b. Do you provide services within multiple CSA jurisdictions?

☐ yes ☐ no

60. What registered provider type are you representing in completing this survey? (If you offer more than one of the program types, you may complete a separate survey for each program type.)

Facilities:

- ☐ State Psychiatric Hospital
- ☐ Private Psychiatric Hospital
- ☐ Psychiatric Unit – General Hospital
- ☐ Residential Treatment Centers

Individual Practitioner

- ☐ M.D.
- ☐ Psychologist
- ☐ L.C.S.W./C
- ☐ RN Psychotherapists
- ☐ L.C.P.C.
- ☐ O.T.

Other: _____

Programs:

- ☐ Mental Health Case Management
- ☐ Mobile Treatment Services
- ☐ Outpatient Mental Health Clinics
- ☐ Partial Hospitalization Program
- ☐ Psychiatric Rehabilitation Programs
- ☐ Residential Crisis Program
- ☐ Residential Rehabilitation Programs
- ☐ Respite Care
- ☐ Supported Employment
- ☐ Therapeutic Nurseries

61. How long have you been a provider in the Public Mental Health System?

- | | |
|--|---|
| <input type="checkbox"/> Less than six months | <input type="checkbox"/> Three to five years |
| <input type="checkbox"/> Six months to one year | <input type="checkbox"/> More than five years |
| <input type="checkbox"/> One year to three years | <input type="checkbox"/> |

62. What function do you perform for your program facility? (check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Clinical | <input type="checkbox"/> Billing/Collections |
| <input type="checkbox"/> Operations | <input type="checkbox"/> Utilization Review department |
| <input type="checkbox"/> Administration | Other: _____ |

CHILD AND ADOLESCENT QUESTIONNAIRE (6-17 years)

OUTCOMES MEASUREMENT SYSTEM (OMS)

Consumer Name: _____

Interviewer Name: _____

Previous OMS interview date: _____ / _____ / _____
(if applicable) MM DD YYYY

Date of Current Interview: _____ / _____ / _____
MM DD YYYY

INTERVIEWER: If a caregiver is present, then before beginning the interview you will need to decide whether it is most appropriate for the youth or the caregiver to be the primary respondent for the interview. The primary respondent is the one to whom the questions are addressed. In the event of a disagreement, it is the primary respondent's response that will be recorded on the form.

Regardless of who is acting as the primary respondent, both the youth and the caregiver should be encouraged to participate in the interview.

If it is not clear who should be the primary respondent, you may use the following guidelines:

Youth ten years old and older: Youth is the primary respondent.

Youth younger than ten years old: Caregiver is the primary respondent.

If the caregiver is the primary respondent, you will need to rephrase many of the questions so that the term "your child" is used instead of "you." Additionally, grammatical adjustments may also be necessary.

INTERVIEWER: Throughout the questionnaire, you will see the following text as part of several questions "(since last interview date/in the past six months)." When this appears, you should read the question as follows:

If this is the consumer's initial OMS interview in your program: read the question with the phrase "in the past six months" as the reference period. For example, "*How many times have you moved in the past six months?*"

If this is NOT the consumer's initial OMS interview: say the actual previous OMS interview date when reading the question. For example, "*How many times have you moved since October 15th?*"

I'm going to ask you some questions today about different areas of your life, such as school and other daily activities.

LIVING SITUATION**1. Where are you living now? (see manual for definitions)**

1. Private residence – with family or significant other
2. Private residence – alone or with friend or roommate
3. Boarding house or rooming house (no supervision provided)
4. Residential Rehabilitation Program (RRP), Group Home/Therapeutic Group Home, or Halfway House
5. School or Dormitory
6. Foster Home
7. Assisted living
8. Skilled nursing facility
9. Residential Treatment Center for Children (RTC)
10. Hospital – inpatient psychiatric including State Hospital
11. Crisis Residence (Residential Crisis Services)
12. Homeless or Emergency Shelter
13. Jail/Correctional facility/Detention center
14. Other (specify) _____

2. How many times have you moved (since last interview date/in the past six months)?

0. None (0)
1. Once (1)
2. Twice (2)
3. Three times (3)
4. Four times (4)
5. Five or more times (5+)

3. Have you been homeless at all (since last interview date/in the past six months)? (see manual for definition)

0. No
1. Yes

PSYCHIATRIC SYMPTOMS*

Next I will ask you to answer questions about your feelings and behaviors. There is no right or wrong answer to any of the questions. Try to answer all of the questions even if you are not totally sure of how you feel.

These questions ask about how you have been feeling during the past week. As I read the question to you, let me know how many days in the past week you have been feeling that way. For example, if I ask about feeling silly, you would say “never” if you felt silly no days during the past week, “a few days” if you felt silly 1-2 days during the past week, “about every other day or about half of the time” if you felt silly 3-4 days during the past week, “almost every day” if you felt silly 5-6 days during the past week, and “every day” if you felt that way all week.

In the past week, on how many days ... [CARD #1 with response options]

	Never (0 days)	A few days (1-2 days)	About every other day / about half of the time (3-4 days)	Almost every day (5-6 days)	Every day (7 days)
4. Did you have trouble falling asleep or staying asleep?					
5. Did you feel depressed or sad?					
6. Did you have trouble relaxing?					
7. Were you nervous, uptight, or worried?					
8. Were you irritable or grouchy?					
9. Did you cry a lot?					
10. Were you afraid of things?					
11. Did you want to hurt yourself?					
12. Did you want to hurt someone else?					
13. Did you have a hard time paying attention?					
14. Were you angry?					
15. Did you have a hard time sitting still?					
16. Were you mean, threatening or bullying to others?					
17. Did you get in arguments or fights?					
18. Did you have trouble following rules?					

* Items developed by Dr. Laurel Kiser; © Univ. of Maryland, Baltimore 2005

FUNCTIONING AND SOCIAL CONNECTEDNESS

Now I am going to read a series of statements. For each of these statements, please indicate whether you strongly agree, agree, are undecided, disagree or strongly disagree. (see manual for definition of “strongly agree” and definitions for Questions 20, 23, and 26.)

[CARD #2 with response options]

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
19. I am able to handle daily life.					
20. I get along with family members.					
21. I get along with friends and other people.					
22. I am doing well in school and/or work.					
23. I am able to cope when things go wrong.					
24. I am satisfied with our family life right now.					
25. I am able to do things I want to do.					
26. My symptoms bother me.					

INTERVIEWER: (do not read aloud). Questions 27-30 are asked ONLY of the caregiver. If the caregiver is not present, endorse “Not applicable” (NA) for each item and continue on in the questionnaire.

For the next statements that I am going to read, please answer for relationships with persons other than your mental health provider(s). [CARD #2]

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	NA
27. I know people who will listen and understand me when I need to talk.						
28. I have people that I am comfortable talking with about my child's problems						
29. In a crisis, I would have the support I need from family or friends.						
30. I have people with whom I can do enjoyable things						

SCHOOL PERFORMANCE AND LEGAL INVOLVEMENT

Next let's talk about school.

31. Are you currently going to school?

- 0. No
- 1. Yes (skip to Question 33)

32. If you are not in school, what is the reason?

- 1. Completed school/obtained GED
- 2. Dropped Out
- 3. Suspended (out of school suspension)
- 4. Suspended (in-school suspension)
- 5. Expelled
- 6. Truant
- 7. Not enrolled (and eligible to be enrolled)
- 8. Other (please specify: _____)

33. Have you been suspended or in ISS (since last interview date/in the past six months)?
(see manual for definition)

- 0. No, not suspended
- 1. Yes, in-school suspension (ISS) only
- 2. Yes, out of school suspension only
- 3. Yes, both in-school suspension (ISS) and out of school suspension

34. How many times have you changed schools (since last interview date/in the past six months)?

- 0. None (0)
- 1. Once (1)
- 2. Twice (2)
- 3. Three times (3)
- 4. Four times (4)
- 5. Five or more times (5+)

35. How many days of school did you miss over the past four weeks?

_____ Days

- ☐ Not applicable, school not in session during this period

36. How long have you received mental health services from this clinic?

(INTERVIEWER: Circle one of the options below and proceed as directed)

A. Intake interview → Ask question 37-38 below, then proceed to Question 51 on page 8.

B. Consumer has received services from the clinic for less than a year (less than 12 months)→Ask questions 39-44 on page 6, then proceed to Question 51 on page 8.

C. Consumer has received services from this clinic for one year or more (at least 12 months)→Ask questions 45-50 on page 7, then proceed to Question 51 on page 8.

**QUESTIONS 37 & 38 only asked during intake interview
(i.e., Question 36 = A)**

37. During the past 12 months, were you expelled or suspended from school?

- 0. No
- 1. Yes
- 2. Not Applicable – not in school

38. During the past 12 months, were you arrested?

- 0. No
- 1. Yes

PROCEED TO QUESTION # 51 ON PAGE 8.

QUESTIONS 39-44 are only asked of consumers receiving mental health services from this clinic for less than 12 months (i.e., Question 36 = B).

39. Since you started receiving mental health services from this clinic, have you been expelled or suspended from school?

- 0. No
- 1. Yes
- 2. Not applicable – not in school

40. During the 12 months prior to that, were you expelled or suspended from school?

- 0. No
- 1. Yes
- 2. Not applicable – not in school during that period

INTERVIEWER (do not read aloud).

Check all that apply below and proceed as directed.

- ☐ Child is too young to be in school (Go to Question 42)
- ☐ Child was expelled from school permanently (Go to Question 42)
- ☐ Child is home schooled (Go to Question 42)
- ☐ Child dropped out of school (Go to Question 42)
- ☐ None of the above (Go to Question 41)

41. Since you started to receive mental health services from this clinic, has your school attendance increased, stayed the same, or decreased?

- 1. Not applicable - you had no problems with school attendance prior to or after receiving services
- 2. Increased
- 3. Stayed the same
- 4. Decreased

42. Since you started to receive mental health services from this clinic, have you been arrested?

- 0. No
- 1. Yes

43. During the 12 months prior to that, were you arrested?

- 0. No
- 1. Yes

44. Since you began to receive mental health services from this clinic, have your negative encounters with the police increased, stayed the same, or decreased? Negative encounters would include being arrested, hassled by police, or taken by police to a shelter or crisis program.

- 1. Not applicable – you had no police encounters prior to or after receiving services
- 2. Increased
- 3. Stayed the same

QUESTIONS 45-50 are only asked of consumers receiving mental health services from this clinic for 12 months or more (i.e., Question 36 = C).

4. Decreased

PROCEED TO QUESTION #51 ON PAGE 8

45. During the past 12 months, were you expelled or suspended from school?

- 0. No
- 1. Yes
- 2. Not applicable – not in school

46. During the 12 months prior to that, were you expelled or suspended from school?

- 0. No
- 1. Yes
- 2. Not applicable – not in school during that period

INTERVIEWER (do not read aloud).

Check all that apply below and proceed as directed.

- ☐ Child is too young to be in school (Go to Question 48)
- ☐ Child was expelled from school permanently (Go to Question 48)
- ☐ Child is home schooled (Go to Question 48)
- ☐ Child dropped out of school (Go to Question 48)
- ☐ None of the above (Go to Question 47)

47. Compared to 12 months ago, has your school attendance increased, stayed the same, or decreased?

- 1. Not applicable - you had no problems with school attendance prior to or after receiving services
- 2. Increased
- 3. Stayed the same
- 4. Decreased

48. During the past 12 months, have you been arrested?

- 0. No
- 1. Yes

49. During the 12 months prior to that, were you arrested?

- 0. No
- 1. Yes

50. Over the past 12 months, have your negative encounters with the police increased, stayed the same, or decreased? Negative encounters would include being arrested, hassled by police, or taken by police to a shelter or crisis program.

- 1. Not applicable – you had no police encounters this year or last year

2. Increased
3. Stayed the same
4. Decreased

INTERVIEWER: (do not read aloud) Is the caregiver present for any of the following questions (#51-#54)?

☐ Yes ☐ No

PROCEED TO QUESTION #51 ON PAGE 8

51. Earlier, you said you were living at _____ (refer to Question #1). How good or bad is it for you living at (current environment)?

1. Terrible
2. Bad
3. OK
4. Good
5. Great

INTERVIEWER: (do not read aloud) Is client 8 years or older?

- ☐ Yes (continue to Question 52)
- ☐ No (skip to Question 59 - Interview Information)

ALCOHOL AND SUBSTANCE USE (asked only of children 8 years or older)

52. How many times have you used beer, wine, or hard liquor in the past 30 days?

[SHOW CARD #3 with examples]

1. None (0)
2. 1-2 times
3. 3-5 times
4. 6-9 times
5. 10-19 times
6. 20-39 times
7. 40 or more times

53. How many times have you used any street drugs or illegal drugs in the past 30 days?

[SHOW CARD #4 with examples]

1. None (0)
2. 1-2 times
3. 3-5 times
4. 6-9 times
5. 10-19 times
6. 20-39 times
7. 40 or more times

54. How many times have you used any prescription or over-the-counter medicine for fun in the past 30 days?

[SHOW CARD #5 with examples]

1. None (0)

2. 1-2 times
3. 3-5 times
4. 6-9 times

INTERVIEWER: (do not read aloud) Is client 14 years or older?

- ☐ Yes (continue to Question 55)
- ☐ No (skip to Question 59 below - Interview Information)

5. 10-19 times
6. 20-39 times
7. 40 or more times

EMPLOYMENT (asked only of youth 14 years and older)

55. Do you currently work? (see manual for definition)

0. No
1. Yes (skip to Question 57)

56. Have you been employed (since last interview date/in the past six months)?

0. No (skip to Question 59)
1. Yes

57. How many hours a week (do/did) you usually work?

_____ hours per week

58. In general, how satisfied (are/were) you in this job?

(INTERVIEWER: Read the following answer options to the consumer)

5. Very Satisfied
4. Somewhat satisfied
3. Neutral
2. Somewhat dissatisfied
1. Very dissatisfied

INTERVIEW INFORMATION

59. Consumer/caregiver involvement in interview:

- ☐ Consumer only participated in the interview
- ☐ Consumer and caregiver(s) participated in the interview
- ☐ Caregiver only participated in the interview
- ☐ Consumer or caregiver refused to participate or refused to answer most questions

60. Please indicate who was the primary respondent during the interview. If this changed during the course of the interview, please indicate whomever was the primary respondent for the majority of the questionnaire administration.

1. Youth
2. Caregiver

61. Please indicate the relationship of the caregiver(s) participating in the interview to the youth receiving services. (check all that apply):

- ☐ Not Applicable – no caregiver participated in interview
- ☐ One parent
- ☐ Two parents
- ☐ Other relative(s). Please specify: _____

EXHIBIT 10

- ☐ Foster care parent
- ☐ Legal guardian
- ☐ DSS Worker
- ☐ Service provider (RRP staff member, etc.)
- ☐ Other. Please specify: _____

ADULT QUESTIONNAIRE (18 years and older)

OUTCOMES MEASUREMENT SYSTEM (OMS)

Consumer Name: _____

Interviewer Name: _____

Previous OMS interview date: _____ / _____ / _____
(if applicable) MM DD YYYY

Date of Current Interview: _____ / _____ / _____
MM DD YYYY

INTERVIEWER: Throughout the questionnaire, you will see the following text as part of several questions "(since last interview date/in the past six months)." When this appears, you should read the question as follows:

If this is the consumer's initial OMS interview in your program: read the question with the phrase "in the past six months" as the reference period. For example, "*How many times have you moved in the past six months?*"

If this is NOT the consumer's initial OMS interview: say the actual previous OMS interview date when reading the question. For example, "*How many times have you moved since October 15th?*"

I'm going to ask you some questions today about different areas of your life, such as your living situation and daily activities.

LIVING SITUATION (see manual for definitions)

1. Where are you living now?

- 15. Private residence – with family or significant other
- 16. Private residence – alone or with friend or roommate
- 17. Boarding house or rooming house (no supervision provided)
- 18. Residential Rehabilitation Program (RRP), Group Home/Therapeutic Group Home, or Halfway House
- 19. School or Dormitory
- 20. Foster Home
- 21. Assisted living
- 22. Skilled nursing facility
- 23. Residential Treatment Center for Children (RTC)
- 24. Hospital – inpatient psychiatric including State Hospital
- 25. Crisis Residence (Residential Crisis Services)
- 26. Homeless or Emergency Shelter
- 27. Jail/Correctional facility/Detention center
- 28. Other (specify) _____

2. In general, how satisfied are you with where you currently live?

(INTERVIEWER: Read the following answer options to the consumer)

- 5. Very satisfied
- 4. Somewhat satisfied
- 3. Not satisfied or dissatisfied
- 2. Somewhat dissatisfied
- 1. Very dissatisfied

3. How many times have you moved (since last interview date/in the past six months)?

- 6. None (0)
- 7. Once (1)
- 8. Twice (2)
- 9. Three times (3)
- 10. Four times (4)
- 11. Five or more times (5+)

4. Have you been homeless at all (since last interview date/in the past six months)? (see manual for definition)

- 0. No
- 1. Yes

SYMPTOMS, FUNCTIONING, AND ALCOHOL/SUBSTANCE USE

Now, I am going to read a series of statements. For each of these statements, please indicate whether you strongly agree, agree, neither agree nor disagree (neutral), disagree, or strongly disagree with these statements. [CARD #1 with response options]

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
5. I do things that are meaningful to me.					
6. I am able to take care of my needs.					
7. I am able to handle things when they go wrong.					
8. I am able to do things that I want to do.					
9. My symptoms bother me.					

For the next several questions, please tell me your answer based on the past week.

[INTERVIEWER: for items 10-33, you must either show the designated Response Card, give the consumer a copy of the questionnaire to follow along, or read all of the response options for each to the consumer] (*Questionnaire Items 10-33 comprise the BASIS-24; ©McLean Hospital. Used with permission.*)

During the PAST WEEK, how much difficulty did you have...

10. Managing your day-to-day life? [CARD #2 with response options]

- No difficulty
- A little difficulty
- Moderate difficulty
- Quite a bit of difficulty
- Extreme difficulty

11. Coping with problems in your life? [CARD #2]

- No difficulty
- A little difficulty
- Moderate difficulty
- Quite a bit of difficulty
- Extreme difficulty

12. Concentrating? [CARD #2]

- No difficulty
- A little difficulty
- Moderate difficulty
- Quite a bit of difficulty
- Extreme difficulty

During the PAST WEEK, how much of the time did you...

13. Get along with people in your family? [CARD #3 with response options]

- None of the time
- A Little of the time

- Half of the time
- Most of the time
- All of the time

14. Get along with people outside your family? [CARD #3]

- None of the time
- A Little of the time
- Half of the time
- Most of the time
- All of the time

15. Get along well in social situations? [CARD #3]

- None of the time
- A Little of the time
- Half of the time
- Most of the time
- All of the time

16. Feel close to another person? [CARD #3]

- None of the time
- A Little of the time
- Half of the time
- Most of the time
- All of the time

During the PAST WEEK, how much of the time did you...

17. Feel like you had someone to turn to if you needed help? [CARD #3]

- None of the time
- A Little of the time
- Half of the time
- Most of the time
- All of the time

18. Feel confident in yourself? [CARD #3]

- ☐ None of the time
- ☐ A Little of the time
- ☐ Half of the time
- ☐ Most of the time
- ☐ All of the time

During the PAST WEEK, how much of the time did you...

19. Feel sad or depressed? [CARD #3]

- ☐ None of the time
- ☐ A Little of the time
- ☐ Half of the time
- ☐ Most of the time
- ☐ All of the time

20. Think about ending your life? [CARD #3]

- ☐ None of the time
- ☐ A Little of the time
- ☐ Half of the time
- ☐ Most of the time
- ☐ All of the time

21. Feel nervous? [CARD #3]

- ☐ None of the time
- ☐ A Little of the time
- ☐ Half of the time
- ☐ Most of the time
- ☐ All of the time

During the PAST WEEK, how often did you...

22. Have thoughts racing through your head? [CARD #4 with response options]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

23. Think you had special powers? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

24. Hear voices or see things? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

25. Think people were watching you? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

26. Think people were against you? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

During the PAST WEEK, how often did you...

27. Have mood swings? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

28. Feel short tempered? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

29. Think about hurting yourself? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

During the PAST WEEK, how often...

30. Did you have an urge to drink alcohol or take street drugs? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

31. Did anyone talk to you about your drinking or drug use? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

32. Did you try to hide your drinking or drug use? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

33. Did you have problems from your drinking or drug use? [CARD #4]

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Often
- ☐ Always

34. In the past 30 days, how many days did you use alcohol? [SHOW CARD #5 with examples]

- ☐ No use in the past month (0 days)
- ☐ 1-3 times a month (2 days)
- ☐ 1-2 times a week (6 days)
- ☐ 3-6 times a week (18 days)
- ☐ Daily

35. In the past 30 days, how many days did you use drugs (other than alcohol)?

[SHOW CARD #6 with examples]

- ☐ No use in the past month (0 days)
- ☐ 1-3 times a month (2 days)
- ☐ 1-2 times a week (6 days)
- ☐ 3-6 times a week (18 days)
- ☐ Daily

LEGAL SYSTEM INVOLVEMENT

36. How long have you received mental health services from this clinic?

(INTERVIEWER: Circle one of the options below and proceed as directed)

A. Intake interview → Ask question 37 below, then proceed to Question 44 on page 10.

B. Consumer has received services from the clinic for less than a year (less than 12 months) → Ask questions 38-40 at the top of page 9, then proceed to Question 44 on page 10.

C. Consumer has received services from this clinic for one year or more (at least 12 months) → Ask questions 41-43 at the bottom of page 9, then proceed to Question 44 on page 10.

QUESTION 37 only asked during intake interview (i.e., Question 36 = A)

37. During the past 12 months, were you arrested?

0. No

1. Yes

PROCEED TO QUESTION # 44 ON PAGE 10.

QUESTIONS 38-40 only asked of consumers receiving mental health services from this clinic for less than 12 months (i.e., Question 36 = B).

38. Since you started to receive mental health services from this clinic, have you been arrested?

- 0. No
- 1. Yes

39. During the 12 months prior to that, were you arrested?

- 0. No
- 1. Yes

40. Since you began to receive mental health services from this clinic, have your negative encounters with the police increased, stayed the same, or decreased? Negative encounters would include being arrested, hassled by police, or taken by police to a shelter or crisis program.

- 1. Not Applicable – you had no police encounters prior to or after receiving services
- 2. Increased
- 3. Stayed the same,
- 4. Decreased

PROCEED TO QUESTION #44 ON PAGE 10.

QUESTIONS 41-43 only asked of consumers receiving mental health services from this clinic for more than 12 months (i.e., Question 36 = C).

41. During the past 12 months, were you arrested?

- 0. No
- 1. Yes

42. During the 12 months prior to that, were you arrested?

- 0. No
- 1. Yes

43. During the past year, have your negative encounters with the police increased, stayed the same, or decreased? Negative encounters would include being arrested, hassled by police, or taken by police to a shelter or crisis program.

- 1. Not Applicable – you had no police encounters this year or last year
- 2. Increased
- 3. Stayed the same,
- 4. Decreased

PROCEED TO QUESTION #44 ON PAGE 10.

EMPLOYMENT

Now let's talk a little bit about your work situation.

44. Are you currently employed? *(see manual for definition)*

- 0. No
- 1. Yes (please skip to Question 47)

45. Are you currently looking for a job?

- 0. No
- 1. Yes

46. Have you been employed (since last interview date/in the past six months)?

- 0. No (please skip to Question 50)
- 1. Yes

INTERVIEWER (do not read aloud): If the person held more than one job during the reporting period, please ask him or her to answer the following in terms of the most recent job

47. (Is/Was) your job competitive employment or sheltered workshop or agency employment? *(see manual for definition)*

- 1. Competitive employment
- 2. Sheltered workshop or agency employment

48. How many hours a week (do/did) you usually work?

_____ hours per week

49. In general, how satisfied (are/were) you with this job?

(INTERVIEWER: Read the following answer options to the consumer)

- 5. Very satisfied
- 4. Somewhat satisfied
- 3. Neutral
- 2. Somewhat dissatisfied
- 1. Very dissatisfied

INTERVIEW INFORMATION

50. Consumer involvement in interview:

- 1. Consumer participated in the interview
- 2. Consumer refused to participate or refused to answer most questions